

EXHIBIT 40

Legacy Interstate Tariff

PRISON
POLICY INITIATIVE

Legacy Long Distance International, Inc
10833 Valley View Street, Suite 150
Cypress, CA 90630
Issued By: Mr. Curtis Brown, President

Interstate/International Rates, Terms and Conditions
Original Page 1

Posted: July 8, 2011

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

Institutional
Interstate and International
Rates, Terms and Conditions Provided by
LEGACY LONG DISTANCE INTERNATIONAL, INC

Legacy Long Distance International, Inc
10833 Valley View Street, Suite 150
Cypress, CA 90630
Issued By: Mr. Curtis Brown, President

Interstate/International Rates, Terms and Conditions
3rd Revised Page 2
Cancels 2nd Revised Page 2
Posted: May 11, 2012

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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
Title	Original		26	Original			
1	Original		27	Original			
2	2 nd Rev.	*	28	Original			
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* - Indicates pages included with this filing.

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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 Location within this document |
| N | - | New |
| R | - | Change Resulting in a Reduction to a rate |
| T | - | Change in Text but No Change to Rate or Charge |
| V | - | Signifies Vintage Service or Rate |
| Z | - | Correction |

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RTC 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 this document. 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 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).
 - 2.1.1.A.1.(a).I.(i).(1).

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INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's location to a Company 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.

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

Company or Carrier - Legacy Long Distance International, Inc, unless otherwise clearly indicated by the context.

Commission - Refers to the Federal Communications Commission.

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

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

LEC - Local Exchange Company.

Mainland United States - The forty-eight (48) states within the continental United States of America and the District of Columbia.

Legacy - Used throughout this document to mean Legacy Long Distance International, Inc unless otherwise indicated by the content.

RTC - Refers to this Rates, Terms & Conditions document

Subscriber - The correctional institution which orders or uses the Company's service and is responsible for compliance with regulations. The Subscriber enters into an agreement with the Company for the provision of collect-only automated operator assisted telecommunications services for use by inmates.

United States - For purposes of this document, the term "United States" includes the Mainland United States of America, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and the Commonwealth of the Northern Mariana Islands (CNMI).

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INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company'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 document apply to the Company's interstate calls.

The Company provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this document. The Company 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 Company's services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and 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 The Company provides calling services to inmates of 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 document.

2.2.3 The Company 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 document, 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.

2.3 Use

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

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

2.4 Assignment and Transfer

- 2.4.1** All facilities provided under this document are directly or indirectly controlled by the Company. The limitations with which the Company contracts for service 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 document 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 Liabilities of the Company

- 2.5.1** 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 document, 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.
- 2.5.2** 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 document; 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.

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INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

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

2.5.3 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.

2.5.4 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 document 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.

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

2.6 Deposits and Advance Payments

2.6.1 Deposits

The Company does not normally require deposits. However the company reserves the right to collect 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.

2.6.2 Advance Payments

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, the Company 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.

2.7 Taxes and Fees

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

2.7 Taxes and Fees, (Cont'd.)

2.7.1. 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), a per call charge may apply to 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 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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2.7.2 Universal Service Recovery

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). The Company will pass-through the USF assessment to its customers by assessing a charge applicable against all retail interstate and international charges, including usage and non-usage based charges. This surcharge 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 charge 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 www.fcc.gov/ccb.universal_service/quarter.html.

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

2.8 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 the Company 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.

2.9 Payment for Service

2.9.1 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an end user of the Customer 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).

2.9.2 Disputed Charges

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received in writing by the Company within ninety (90) 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.

2.9.3 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.

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.

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

2.10 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer or 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.

2.11 Refusal or Discontinuance by the Company

2.11.1 The Company may refuse or discontinue service with proper notice to the Customer or Subscriber for any of the following reasons:

- (A) For failure of the Customer to pay a bill for service when it is due.
- (B) For failure of the Customer or Subscriber to make proper application for service.
- (C) For Customer's or Subscriber's violation of any of the Company's rules on file with the Commission.
- (D) For failure of the Subscriber to provide the Company reasonable access to its equipment and property.
- (E) For Subscriber's breach of the contract for service between the Company and the Subscriber.
- (F) For a failure of the Subscriber to furnish such service, equipment, and/or rights-of-way necessary to serve said Subscriber as shall have been specified by the Company as a condition of obtaining service.
- (G) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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

2.11 Refusal or Discontinuance by the Company, (Cont'd.)

2.11.2 The Company may refuse or discontinue service without notice to the Customer or Subscriber for any of the following reasons:

- (A) In the event of tampering with the Company's equipment.
- (B) In the event of a condition determined to be hazardous to the Customer or Subscriber, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- (C) 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.
- (D) In the event of fraudulent use of the service.

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

2.12 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.

2.13 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, 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.

2.14 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.

2.15 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. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

The Company offers domestic interstate and international automated operator assisted collect and prepaid 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. The Company's services are available twenty-four hours per day, seven days a week. Unless otherwise specified in this document, 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 may vary based on individual contracts between the Company and Institutions. Customers are billed based on their use of the Company's services and network.

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 document.

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 document, the minimum Initial Period for billing purposes is one (1) minute.

3.2.5 Unless otherwise specified in this document, 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 Calling Services

3.3.1 Contract #1

Usage Charges – Interstate

(A) Per Minute Rates

Rate per minute	\$0.59
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(B) Additional Surcharges

Connect Fee	\$4.50
Bill Statement Fee	\$2.49

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Contract #2

Interstate Rates

Rate	Day		Evening		Night/Weekend	
	1st	Each Add'l	1st	Each Add'l	1st	Each Add'l
<u>Mileage</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
0-9999	\$0.07100	\$0.7100	\$0.7100	\$0.7100	\$0.7100	\$0.7100

Per Call Surcharge

Rate per Call

Operator Connect Charge

\$5.66

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INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.3 Contract #3

A. Inmate Dialed Rates

Interstate Rates

Rate per minute	\$0.89
Connect Fee	\$3.95

B. Pre Paid Services

Interstate Rates

Rate per minute	\$0.89
Connect Fee	\$3.95

C. Debit Card

Interstate Rates

Rate per minute	\$0.89
Connect Fee	\$3.95

D. Additional Surcharges

Bill Statement Fee	\$2.49
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INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.4 Contract #4

All calls are billed in one (1) minute increments with a minimum call duration of five (5) minutes.

A. Rates

Rate Per Minute: \$1.15

Per Call Surcharges:

Connect - Live \$8.50

Connect - Auto \$6.99

B. Other Additional Per Call Charges

Non-Subscriber Fee \$1.50

Property Imposed Fee \$2.50

Payphone Surcharge \$0.56

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.5 Contract #5

(A) Rates

Rate Per Minute: \$0.89

Per Call Surcharges:

Connect - Live \$9.66

Connect - Auto \$9.66

(B) Other Additional Per Call Charges

Premise Impose Fee \$3.00

Billing Statement Fee \$2.49

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.6 Contract #6

All calls are billed with a maximum call duration of twenty (20) minutes.

Interstate Calling Charge

Per Call Charge:	\$3.95
Per Minute:	\$0.89
Non-Subscriber Charge:	\$0.89

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.7 Contract #7

All calls are billed with a maximum call duration of twenty (20) minutes.

Interstate Calling Charge

Per Call Charge:	\$3.95
Per Minute:	\$0.89
Non-Subscriber Charge:	\$1.00

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.8 Contract #8

All calls are billed with a maximum call duration of twenty (20) minutes.

Interstate Calling Charge

Per Call Charge:	\$3.95
Per Minute:	\$0.45
Non-Subscriber Charge:	\$0.75

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.9 Contract #9

All calls are billed with a maximum call duration of twenty (20) minutes.

Interstate Calling Charge

Per Call Charge:	\$10.00
Non-Subscriber Charge:	\$ 0.75

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.10 Contract #10

All calls are billed with a maximum call duration of twenty (20) minutes.

Interstate Calling Charge

Per Call Charge:	\$1.50
Per Minute:	\$0.20
Non-Subscriber Charge:	\$0.75

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.11 Contract #11

All calls are billed with a maximum call duration of twenty (20) minutes.

Interstate Calling Charge

Per Call Charge:	\$10.00
Non-Subscriber Charge:	\$0.00

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.12 Contract #12

All calls are billed with a maximum call duration of twenty (20) minutes.

Interstate Calling Charge

Per Call Charge:	\$3.75
Per Minute:	\$0.42
Non-Subscriber Charge:	\$0.00

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.13 Contract #13

Interstate Calling Charge

Per Call Charge:	\$3.95
Per Minute:	\$0.89
Non-Subscriber Charge:	\$0.89

Other Additional Per Call Surcharges

Carrier Cost Recovery Fee	\$2.50
Regulatory Access Fee	\$0.99

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3.3 Institutional Calling Services, (Cont'd.)

3.3.14 Contract #14

Interstate Rates– Calling Card, Collect and Prepaid Services

Per Minute:	\$0.89
Connect Fee:	\$3.95
Bill Statement Fee:	\$2.49

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3.3 Institutional Calling Services, (Cont'd.)

3.3.15 Contract #15

Interstate Rates – Calling Card, Collect and Prepaid Services

Per Minute:	\$0.89
Connect Fee:	\$4.95
Bill Statement Fee	\$2.49

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.16 Contract #16

Interstate Rates – Calling Card, Collect and Prepaid Services

Per Minute:	\$0.89
Connect Fee:	\$3.95
Bill Statement Fee	\$2.49

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.17 Contract #17

Interstate Rates – Calling Card, Collect and Prepaid Services

Per Minute:	\$0.99
Connect Fee:	\$4.99
Bill Statement Fee:	\$2.49

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3.3 Institutional Calling Services, (Cont'd.)

3.3.18 Contract#18

Interstate Calling Charge

Per Call Charge:	\$3.89
Per Minute:	\$0.89
Bill Statement Fee:	\$2.49

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.19 Contract #19

Interstate Calling Charge

Per Call Charge:	\$2.95
Per Minute:	\$0.49

Additional Surcharges

Non-Subscriber Charge:	\$0.00
Regulatory Access Fee:	\$0.99
Carrier Cost Recovery Fee:	\$2.50
Bill Statement Fee:	\$2.49

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3.3 Institutional Calling Services, (Cont'd.)

3.3.20 Contract #20

Interstate Calling Charge

Per Call Charge:	\$3.00
Per Minute:	\$0.05

Other Additional Per Call Surcharges

Regulatory Access Fee:	\$0.99
Carrier Cost Recovery Fee:	\$2.50
Bill Statement Fee:	\$2.49

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3.3 Institutional Calling Services, (Cont'd.)

3.3.21 Contract #21

Interstate Rates

Per Minute Rates	\$0.39
Operator Connect Charge	\$4.00

Optional Surcharges

Bill Statement Fee:	\$2.49
Carrier Cost Recovery Fee	\$2.50
Regulatory Access Fee:	\$1.99

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.22 Contract #22

Interstate Rates

Per Minute	\$0.05
Operator Surcharge	\$2.85

Optional Surcharges

Regulatory Access Fee	\$0.99
Carrier Cost Recovery Fee	\$2.50
Bill Statement Fee	\$2.49

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.23 Contract #23

Interstate Rates

Operator Surcharge	\$6.00
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Optional Surcharges

Regulatory Access Fee	\$0.99
Carrier Cost Recovery Fee	\$2.50
Bill Statement Fee	\$2.49

3.3.24 Contract #24

Interstate Rates

Per Minute Rate	\$0.89
Operator Surcharge	\$3.00

Optional Surcharges

Regulatory Access Fee	\$0.99
Carrier Cost Recovery Fee	\$1.95
Bill Statement Fee	\$2.49

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.25 Contract #25

Interstate Rates

Per Minute Rate	\$0.05
Operator Surcharge	\$3.00

Optional Surcharges

Regulatory Access Fee	\$0.99
Carrier Cost Recovery Fee	\$1.95
Bill Statement Fee	\$2.49

3.3.26 Contract #26

Interstate Rates

Per Minute Rate	\$0.05
Operator Surcharge	\$3.00

Optional Surcharges

Regulatory Access Fee	\$0.99
Carrier Cost Recovery Fee	\$2.50
Bill Statement Fee	\$2.49

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.27 Contract #27

Interstate Rates

Per Minute Rate	\$0.05
Operator Surcharge	\$3.00

Optional Surcharges

Regulatory Access Fee	\$0.99
Carrier Cost Recovery Fee	\$2.50
Bill Statement Fee	\$2.49

3.3.28 Contract #28

Interstate Rates

Per Minute Rate	\$0.39
Operator Surcharge	\$3.89

Optional Surcharges

Regulatory Access Fee	\$0.99
Carrier Cost Recovery Fee	\$2.50
Bill Statement Fee	\$2.49

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.29 Contract #29

Interstate Rates

Per Minute Rate	\$0.50
Operator Surcharge	\$3.00

Optional Surcharges

Regulatory Access Fee	\$0.99
Carrier Cost Recovery Fee	\$2.50
Bill Statement Fee	\$2.49

3.3.30 Contract #30

InterLATA Calling Charge

Per Call Charge:	\$7.00
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Additional Surcharges

Regulatory Access Fee	\$0.99
Carrier Cost Recovery Fee	\$1.95
Bill Statement Fee	\$2.49

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.31 Contract #31

Interstate Calling Charge

Per Call Charge: \$6.75

Additional Surcharges

Regulatory Access Fee: \$0.99
Carrier Cost Recovery Fee: \$1.95
Bill Statement Fee: \$2.49

3.3.32 Contract #32

Interstate Calling Charge

Per Call Charge: \$0.08
\$2.25

Additional Surcharges

Regulatory Access Fee \$0.99
Carrier Cost Recovery Fee \$1.95
Bill Statement Fee \$2.49

(N)

(N)

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.33 Contract #33

Interstate Calling Charge

Per Minute:	\$0.39
Connect Fee:	\$3.95

Additional Surcharges

Regulatory Access Fee:	\$0.99
Carrier Cost Recovery Fee:	\$1.95
Bill Statement Fee:	\$2.49

3.3.34 Contract #34

Interstate Calling Charge

Per Minute	
Day	\$0.16
Evening/Night/Weekend	\$0.10
Connect Fee:	\$1.74

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INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

SECTION 4 – MISCELLANEOUS SERVICES

4.1 Non Subscriber Fee

A Service charge is applicable to interstate Operator Station, Person-to-Person or Real Time rated calls billed to all lines that are presubscribed to an interexchange carrier other than Legacy, or not presubscribed to any interexchange carrier. This charge is in addition to the initial period and additional period charges applicable to calls from points throughout the United States.

The Non-Subscriber Service Charge does not apply to calling card calls, conference calls, calls to Directory Assistance, toll free or 900 telephone numbers, Ship-to-Shore service or Telecommunications Relay Service, calls originated from cellular phones; and Customers with disabilities.

4.1.1 Per Call Charge

Per call charge	\$7.50
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4.2 Bill Statement Fee

Customers utilizing the Company's Operator Services will be charged a Bill Statement Fee. This fee will be assessed when the Company bills for its services on the Customer's local telephone bill. One Bill Statement Fee will only apply in months where there is monthly usage.

Bill Statement Fee	\$2.50
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4.3 Regulatory Compliance Fee

This fee is utilized to recover expenses the company incurs with regard to state compliance activities. This fee is not a tax or charge imposed or required by any government entity.

Regulatory Compliance Fee	\$1.95
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INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

SECTION 4 – MISCELLANEOUS SERVICES

4.4 Carrier Cost Recovery

Customers will be charged a Carrier Cost Recovery Fee to recover certain costs associated with providing intrastate local exchange service including expenses for national regulatory fees and programs, and connection and account servicing charges. This fee is not a tax or charge required by the government. This fee will be applied on a per customer billing account basis

Carrier Cost Recovery Fee: \$2.50

4.5 Network Infrastructure Fee

In addition to charges for service a Network Infrastructure Fee is assessed to recover various costs of network development and maintenance, regulatory oversight proceedings and compliance, fraud monitoring, account provisioning and maintenance and other costs incurred by the company in the provision of interstate telecommunications services. This fee is not a government mandated tax or surcharge. This fee will be applied on a per customer billing account basis

Network Infrastructure Fee: \$2.50

4.6 Prepaid Wireless Fee

A per call fee of \$9.99, up to and including fifteen (15) minutes, is applicable to any call placed from a wireless telephone number included as a number authorized to receive calls. Calls over fifteen (15) minutes incur an additional per call fee.

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INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

SECTION 5 – DEBIT CARD SERVICES

5.1 Debit Card Service

The Company offers Prepaid Debit Card Services to Customers who prepay for their usage in advance via a Debit Card. Calls originate within the United States and terminate in any foreign country under terms of this tariff.

The Company's Debit Card Services are offered 24 hours a day, seven days a week to all valid terminating locations. Interstate service is offered in conjunction with intrastate service.

Access to Debit Card Services is provided via a toll-free number listed on the Debit Card with a valid Account Code and Personal Identification Number. Customers may place calls to valid telephone numbers excluding the following:

- Calls to 500, 700, 800 and 900 numbers
- Calls to pay-per-call services
- Calls requiring quotation of time and charges
- Air to ground and high seas services
- Calls to directory assistance
- Calls to 10XXX or 950-XXXX numbers
- Calls to NXX codes including 911

Usage will be deducted from the Customer's Available Balance on a real-time basis. Customers will be interrupted with an announcement when the Available Balance in the account is about to be exhausted.

Customers are charged based on their use of Company's network and services. Charges vary by termination location and call duration.

Service is offered as a flat-rated telecommunications service. For billing purposes, usage is rounded up to the next full minute increment after a minimum initial period of one (1) minute.