

EXHIBIT 8

NCIC Interstate Tariff

PRISON
POLICY INITIATIVE

Network Communications International Corp.
606 East Magrill Street
Longview, TX 75601
Issued By: Mr. William L. Pope, President

Interstate/International Rates, Terms and Conditions
Original Page 1

Posted: May 29, 2009

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

Institutional
Interstate and International
Rates, Terms and Conditions Provided by
NETWORK COMMUNICATIONS INTERNATIONAL CORP.

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

CHECK SHEET

Pages of this document, 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 document and are currently in effect as of the date on the top of this page.

PAGE	REVISION		PAGE	REVISION	
1	Original		29	Original	
2	7 th Rev.	*	30	Original	
2.1	3 rd Rev.		31	Original	
3	Original		32	Original	
4	Original		33	Original	
5	Original		34	Original	
6	Original		34	Original	
7	Original		35	3 rd Rev.	*
8	Original		36	Original	
9	Original		37	Original	
10	Original		38	Original	
10.1	Original		39	Original	
11	Original		40	Original	
12	Original		41	Original	
13	Original		42	Original	
14	Original		43	Original	
15	Original		44	Original	
16	Original		45	Original	
17	Original		46	Original	
18	Original		47	Original	
19	Original		48	Original	
20	Original		49	Original	
21	Original		50	Original	
22	Original		51	Original	
23	Original		52	Original	
24	Original		53	Original	
25	Original		54	Original	
26	Original		54.1	Original	
27	Original		54.2	Original	
28	Original				

* - indicates those pages included with this posting.

Network Communications International Corp.
606 East Magrill Street
Longview, TX 75601
Issued By: Mr. William L. Pope, President

Interstate/International Rates, Terms and Conditions
3rd Revised Page 2.1
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INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

CHECK SHEET

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PAGE	REVISION	PAGE	REVISION
54.3	Original		
54.4	Original		
54.5	Original		
54.6	Original		
54.7	Original		
54.8	Original		
54.9	Original		
54.10	Original		
54.10.1	Original		
55	2 nd Rev.	*	

* - indicates those pages included with this posting.

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
TITLE PAGE	Cover
CHECK SHEET.....	1
TABLE OF CONTENTS.....	2
CONCURRING, CONNECTING AND PARTICIPATING CARRIERS.....	3
EXPLANATION OF SYMBOLS.....	4
RTC FORMAT	5
SECTION 1 - TERMS AND ABBREVIATIONS.....	6
SECTION 2 - RULES AND REGULATIONS.....	7
SECTION 3 - SERVICE DESCRIPTIONS AND RATES	14
SECTION 4 – MISCELLANEOUS SERVICES	55

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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 sheets 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).

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 - Network Communications International Corp., 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.

NCIC - Used throughout this document to mean Network Communications International Corp. 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).

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.

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. [Reserved for Future Use]

(D)

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.

(D)

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.

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.

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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.

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services

3.3.1 Automated Collect Operator Service

(A) 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 automated collect operator service allows inmates to make collect calls to terminating locations anywhere within the 48 contiguous states and Alaska and Hawaii. 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 automated collect calling service is subject to the rules and regulations of the Department and the institution's administrative restrictions.

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges

(1) Contract 1

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$0.89

Collect Charge, Per Call \$5.45

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges, (Cont'd.)

(2) Contract 2

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of six (6) minutes.

Rate Per Minute \$1.99

Collect Charge, Per Call \$10.49

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges, (Cont'd.)

(3) Contract 3

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of six (6) minutes.

Rate Per Minute \$1.99

Collect Charge, Per Call \$10.49

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges, (Cont'd.)

(4) Contract 4

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of six (6) minutes.

Rate Per Minute \$1.99

Collect Charge, Per Call \$10.49

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges, (Cont'd.)

(5) Contract 5

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of one (1) minute.

	<u>Initial</u> <u>Minute</u>	<u>Each Add'l</u> <u>Minute</u>
Rate Per Minute	\$0.89	\$4.00
Collect Charge, Per Call		\$5.50

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute	\$1.15
Collect Charge, Per Call	
Automated	\$5.99
Live Operator	\$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges, (Cont'd.)

(6) Contract 6

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of three (3) minutes.

Rate Per Minute \$1.14

Collect Charge, Per Call \$7.20

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call

Automated \$5.99

Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges, (Cont'd.)

(7) Contract 7

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call \$7.50

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges, (Cont'd.)

(8) Contract 8

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of six (6) minutes.

	<u>Initial</u> <u>Minute</u>	<u>Each Add'l</u> <u>Minute</u>
Rate Per Minute	\$4.49	\$1.99
Collect Charge, Per Call		\$10.49

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute	\$1.15
Collect Charge, Per Call	
Automated	\$5.99
Live Operator	\$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges, (Cont'd.)

(9) Contract 9

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of three (3) minutes.

Rate Per Minute \$0.50

Collect Charge, Per Call \$6.30

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges, (Cont'd.)

(10) Contract 10

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period, of six (6) minutes.

Rate Per Minute \$1.99

Collect Charge, Per Call \$10.49

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call

Automated \$5.99

Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges, (Cont'd.)

(11) Contract 11

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of three (3) minutes.

Rate Per Minute \$1.14

Collect Charge, Per Call \$7.20

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges, (Cont'd.)

(12) Contract 12

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of six (6) minutes.

Rate Per Minute \$1.99

Collect Charge, Per Call \$10.49

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges, (Cont'd.)

(13) Contract 13

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of one (1) minute.

	<u>Initial</u> <u>Minute</u>	<u>Each Add'l</u> <u>Minute</u>
Rate Per Minute	\$0.70	\$4.00
Collect Charge, Per Call		\$4.00

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute	\$1.15
Collect Charge, Per Call	
Automated	\$5.99
Live Operator	\$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges, (Cont'd.)

(14) Contract 14

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of one (1) minute.

	<u>Initial</u> <u>Minute</u>	<u>Each Add'l</u> <u>Minute</u>
Rate Per Minute	\$0.70	\$4.00
Collect Charge, Per Call		\$3.95

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute	\$1.15
Collect Charge, Per Call	
Automated	\$5.99
Live Operator	\$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges, (Cont'd.)

(15) Contract 15

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of six (6) minutes.

Rate Per Minute \$1.99

Collect Charge, Per Call \$10.49

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges, (Cont'd.)

(16) Contract 16

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of one (1) minute.

	<u>Initial</u> <u>Minute</u>	<u>Each Add'l</u> <u>Minute</u>
Rate Per Minute	\$0.89	\$3.95
Collect Charge, Per Call		\$3.95

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute	\$1.15
Collect Charge, Per Call	
Automated	\$5.99
Live Operator	\$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges, (Cont'd.)

(17) Contract 17

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of one (1) minute.

Rate Per Minute \$0.00

Collect Charge, Per Call \$7.00

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges, (Cont'd.)

(18) Contract 18

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of one (1) minute.

Rate Per Minute \$0.00

Collect Charge, Per Call \$8.00

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.1 Automated Collect Operator Service, (Cont'd.)

(B) Automated Collect Institutional Rates and Charges, (Cont'd.)

(19) Contract 19

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of one (1) minute.

Rate Per Minute \$0.69

Collect Charge, Per Call \$3.95

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service

(A) Description

Prepaid Institutional Calling Services provide alternative payment arrangements 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 Institutional Prepaid 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. A \$4.95 account set up fee will apply. 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 three months from the date of the last customer-initiated activity. Alternatively, the account will expire if there is a zero balance in the account for more than 30 days. Once the account expires it may no longer be funded and no refunds of unused balances will be issued after the expiration date. However, the account holder may request reinstatement of an expired account within twelve months of initial account set-up.

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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. Prepaid accounts may be replenished; the minimum initial deposit or replenishment amount is \$25.00; the maximum replenishment permitted is \$1000.

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges

(1) Contract 1

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$0.89

Collect Charge, Per Call \$5.45

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(2) Contract 2

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of six (6) minutes.

Rate Per Minute \$1.99

Collect Charge, Per Call \$10.49

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(3) Contract 3

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of six (6) minutes.

Rate Per Minute \$1.99

Collect Charge, Per Call \$10.49

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(4) Contract 4

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of six (6) minutes.

Rate Per Minute \$1.99

Collect Charge, Per Call \$10.49

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(5) Contract 5

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of one (1) minute.

	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
Rate Per Minute	\$0.89	\$4.00
Collect Charge, Per Call		\$5.50

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute	\$1.15
Collect Charge, Per Call	
Automated	\$5.99
Live Operator	\$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(6) Contract 6

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of three (3) minutes.

Rate Per Minute \$1.14

Collect Charge, Per Call \$7.20

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(7) Contract 7

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call \$7.50

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(8) Contract 8

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of six (6) minutes.

	<u>Initial</u> <u>Minute</u>	<u>Each Add'l</u> <u>Minute</u>
Rate Per Minute	\$4.49	\$1.99
Collect Charge, Per Call		\$10.49

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute	\$1.15
Collect Charge, Per Call	
Automated	\$5.99
Live Operator	\$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(9) Contract 9

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of three (3) minutes.

Rate Per Minute \$0.50

Collect Charge, Per Call \$6.30

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(10) Contract 10

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period, of six (6) minutes.

Rate Per Minute \$1.99

Collect Charge, Per Call \$10.49

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(11) Contract 11

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of three (3) minutes.

Rate Per Minute \$1.14

Collect Charge, Per Call \$7.20

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(12) Contract 12

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of six (6) minutes.

Rate Per Minute \$1.99

Collect Charge, Per Call \$10.49

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(13) Contract 13

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of one (1) minute.

	<u>Initial</u> <u>Minute</u>	<u>Each Add'l</u> <u>Minute</u>
Rate Per Minute	\$0.70	\$4.00

Collect Charge, Per Call \$4.00

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(14) Contract 14

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of one (1) minute.

	<u>Initial</u> <u>Minute</u>	<u>Each Add'l</u> <u>Minute</u>
Rate Per Minute	\$0.70	\$4.00

Collect Charge, Per Call \$3.95

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(15) Contract 15

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of six (6) minutes.

Rate Per Minute \$1.99

Collect Charge, Per Call \$10.49

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(16) Contract 16

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of one (1) minute.

	<u>Initial</u> <u>Minute</u>	<u>Each Add'l</u> <u>Minute</u>
Rate Per Minute	\$0.89	\$3.95

Collect Charge, Per Call \$3.95

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(17) Contract 17

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of one (1) minute.

Rate Per Minute \$0.00

Collect Charge, Per Call \$7.00

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(18) Contract 18

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of one (1) minute.

Rate Per Minute \$0.00

Collect Charge, Per Call \$8.00

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(19) Contract 19

(a) Domestic

Calls will be billed in one (1) minute increments after an initial period of one (1) minute.

Rate Per Minute \$0.69

Collect Charge, Per Call \$3.95

(b) International to Mexico

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Rate Per Minute \$1.15

Collect Charge, Per Call
Automated \$5.99
Live Operator \$7.50

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(20) Contract 20

(a) International Service

Calls will be billed in one (1) minute increments after an initial period, of three (3) minutes.

Collect Charge, Per Call

Automated	\$5.99
Live Operator	\$7.50

Rate Per Minute

Country Name	Per Minute
Afghanistan	\$ 1.86
Albania	\$ 1.49
Algeria	\$ 1.49
American Samoa	\$ 1.49
Andorra	\$ 1.71
Angola	\$ 1.71
Anguilla	\$ 1.49
Antigua & Barbuda	\$ 1.43
Argentina	\$ 1.37
Armenia	\$ 1.71
Aruba	\$ 1.49
Aruba	\$ 1.49
Ascension Isld	\$ 2.86
Australia	\$ 1.26
Austria	\$ 1.26

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(20) Contract 20 (Cont'd.)

(a) International Service (Cont'd.)

Rate Per Minute (Cont'd.)

Country Name	Per Minute
Azerbaija	\$ 1.49
Azerbaija	\$ 1.49
Bahamas	\$ 1.26
Bahrain	\$ 1.49
Bangladesh	\$ 1.31
Barbados	\$ 1.57
Belarus	\$ 1.69
Belgium	\$ 1.26
Belize	\$ 1.49
Benin	\$ 1.49
Bermuda	\$ 1.26
Bhutan	\$ 1.71
Bolivia	\$ 1.49
Bosnia/Herzegovin	\$ 1.71
Botswana	\$ 1.49
Brazil	\$ 1.37
British Virgin Islands	\$ 1.43
Brunei	\$ 1.37
Bulgaria	\$ 1.57
Burkina Faso	\$ 1.57
Burundi	\$ 1.49
Cambodia	\$ 1.57
Cameroon	\$ 1.57
Canada	\$ 1.11
Cape Verde	\$ 1.71
Cayman Islands	\$ 1.54
Central Africa	\$ 1.49
Chad	\$ 2.00
Chile	\$ 1.49
China	\$ 1.26

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(20) Contract 20 (Cont'd.)

(a) International Service (Cont'd.)

Rate Per Minute (Cont'd.)

Country Name	Per Minute
Christmas Island	\$ 1.49
Coco Islands	\$ 1.49
Colombia	\$ 1.26
Congo	\$ 1.86
Costa Rica	\$ 1.26
Croatia	\$ 1.49
Cuba	\$ 3.14
Cyprus	\$ 1.26
Czech Rep	\$ 1.49
Denmark	\$ 1.26
Diego Garcia	\$ 4.23
Djibouti	\$ 2.06
Dominica	\$ 1.63
Dominican Republic	\$ 1.28
Ecuador	\$ 1.57
Egypt	\$ 1.57
El Salvador	\$ 1.31
Equatorial Gui	\$ 1.86
Eritrea	\$ 1.86
Estonia	\$ 1.71
Ethiopia	\$ 1.86
Falkland Isl	\$ 2.86
Faroese	\$ 1.86
Fiji Islands	\$ 1.86
Finland	\$ 1.26
Fr Polynesia	\$ 1.86
France (Company Code 33)	\$ 1.15
France - Cell	\$ 1.49
France	\$ 1.14

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(20) Contract 20 (Cont'd.)

(a) International Service (Cont'd.)

Rate Per Minute (Cont'd.)

Country Name	Per Minute
French Antille	\$ 2.00
French Guiana	\$ 2.00
Gabon Republic	\$ 1.49
Gambia	\$ 1.49
Georgia	\$ 1.57
Germany	\$ 1.14
Germany - Cell	\$ 1.57
Ghana	\$ 1.49
Gibraltar	\$ 2.00
Greece	\$ 1.26
Greenland	\$ 2.34
Grenada	\$ 1.83
Guadeloupe	\$ 2.00
Guam	\$ 1.14
Guantanamo	\$ 3.14
Guantanamo Bay	\$ 3.14
Guatemala	\$ 1.37
Guinea	\$ 1.49
Guinea-bissau	\$ 3.29
Guyana	\$ 1.86
Haiti	\$ 1.54
Honduras	\$ 1.71
Hong Kong	\$ 1.14
Hungary	\$ 1.49
Iceland	\$ 1.86

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(20) Contract 20 (Cont'd.)

(a) International Service (Cont'd.)

Rate Per Minute (Cont'd.)

Country Name	Per Minute
India	\$ 1.43
Indonesia	\$ 1.49
Iran	\$ 1.57
Iraq	\$ 1.49
Ireland	\$ 1.34
Israel	\$ 1.23
Italy	\$ 1.49
Ivory Coast	\$ 1.57
Jamaica	\$ 1.57
Japan	\$ 1.20
Japan - Cell	\$ 1.49
Jordan	\$ 1.49
Kazakhstan	\$ 1.49
Kenya	\$ 1.71
Kiribati	\$ 2.86
Korea Republic	\$ 1.26
Kuwait	\$ 1.49
Kyrgyz Republic	\$ 1.49
Laos	\$ 1.49
Latvia	\$ 1.57
Lebanon	\$ 1.71
Lesotho	\$ 1.86
Liberia	\$ 1.86
Libya	\$ 1.86
Libya	\$ 1.86
Liechtenstein	\$ 2.43
Lithuania	\$ 1.57

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(20) Contract 20 (Cont'd.)

(a) International Service (Cont'd.)

Rate Per Minute (Cont'd.)

Country Name	Per Minute
Luxembourg	\$ 1.49
Macao	\$ 1.26
Macedonia	\$ 2.00
Madagascar	\$ 2.00
Malawi	\$ 1.26
Malaysia	\$ 1.26
Maldives	\$ 1.86
Mali	\$ 1.71
Malta	\$ 2.00
Marshall Isld	\$ 2.29
Mauritania	\$ 2.00
Mauritius	\$ 1.49
Mayotte Island	\$ 5.57
Mexico (Country Code 52)	\$ 1.26
Mexico	\$ 1.15
Mexico-Mobile	\$ 1.83
Micronesia	\$ 2.00
Moldova	\$ 1.57
Monaco	\$ 1.49
Monaco	\$ 1.49
Mongolia	\$ 1.49

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(20) Contract 20 (Cont'd.)

(a) International Service (Cont'd.)

Rate Per Minute (Cont'd.)

Country Name	Per Minute
Montserrat	\$ 1.49
Morocco	\$ 1.71
Mozambique	\$ 1.71
Myanmar	\$ 2.00
Namibia	\$ 2.00
Nauru	\$ 5.57
Nepal	\$ 1.86
Neth Antilees	\$ 1.49
Netherlands	\$ 1.49
New Caledonia	\$ 2.00
New Zealand	\$ 1.49
Nicaragua	\$ 1.54
Niger	\$ 1.57
Nigeria	\$ 1.49
North Korea	\$ 3.14
Norway	\$ 1.49
Oman	\$ 1.71
Pakistan	\$ 1.37
Panama	\$ 1.34
Paraguay	\$ 1.71
Peru	\$ 1.71
Phillippines	\$ 1.49

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(20) Contract 20 (Cont'd.)

(a) International Service (Cont'd.)

Rate Per Minute (Cont'd.)

Country Name	Per Minute
Poland	\$ 1.49
Portugal	\$ 1.49
Puerto Rico	\$ 1.11
Qatar	\$ 2.00
Reunion Island	\$ 1.71
Romania	\$ 1.71
Russia	\$ 1.20
Rwandese Rebug	\$ 1.49
Saint Helena	\$ 3.57
San Marino	\$ 1.26
Sao Tome	\$ 4.69
Saudi Arabia	\$ 1.71
Senegal	\$ 1.71
Seychelles	\$ 1.71
Sierra Leone	\$ 1.71
Singapore	\$ 1.26
Slovakia	\$ 1.49
Slovenia	\$ 1.86
Somali	\$ 2.86
South Africa	\$ 1.43
Spain	\$ 1.49
Sri Lanka	\$ 1.49
St. Helena	\$ 3.57
St. Kitts / Nevis	\$ 1.49
St. Lucia	\$ 1.60
St. Pierre/Miquelon	\$ 1.71
St. Vincent / Grenadines	\$ 1.57

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(20) Contract 20 (Cont'd.)

(a) International Service (Cont'd.)

Rate Per Minute (Cont'd.)

Country Name	Per Minute
Sudan	\$ 1.71
Suriname	\$ 1.71
Swaziland	\$ 1.71
Sweden	\$ 1.49
Switzerland	\$ 1.49
Syria	\$ 1.71
Taiwan	\$ 1.23
Tanzania	\$ 1.71
Thailand	\$ 1.26
Togolese Repub	\$ 1.49
Tokelau	\$ 3.14
Tonga	\$ 1.86
Trinidad/Tobago	\$ 1.43
Tunisia	\$ 1.71
Turkey	\$ 1.49
Turks/Caicos	\$ 1.43
Uganda	\$ 1.34
Ukraine	\$ 1.49
United Arab Em	\$ 1.86
United Kingdom	\$ 1.14
United Kingdom - Cell	\$ 1.57

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(B) Prepaid Collect Institutional Rates and Charges, (Cont'd.)

(20) Contract 20 (Cont'd.)

(a) International Service (Cont'd.)

Rate Per Minute (Cont'd.)

Country Name	Per Minute
Uruguay	\$ 1.49
US Virgin Islands	\$ 1.11
Uzbekistan	\$ 1.34
Vanuatu	\$ 3.14
Vatican City	\$ 1.49
Venezuela	\$ 1.49
Vietnam	\$ 1.71
Western Samoa	\$ 2.00
Yemen Arab Rep	\$ 1.49
Yugoslavia/Serbia	\$ 1.71
Zaire	\$ 2.00
Zambia	\$ 1.49
Zimbabwe	\$ 1.71

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

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

3.3 Institutional Calling Services, (Cont'd.)

3.3.2 Prepaid Collect Service, (Cont'd.)

(C) Prepaid Collect Service Transaction Charges

1. Option 1

Prepaid Account Set-up Fee:	\$4.95
Auto Op Recharge Fee:	\$1.50
Live Op Recharge Fee:	\$2.50
Refund Fee:	\$2.50

2. Option 2

Prepaid Account Set-up Fee:	\$6.75
Auto Op Recharge Fee:	\$6.75
Live Op Recharge Fee:	\$6.75
Refund Fee:	\$6.75

(N)

(N)

INSTITUTIONAL INTERSTATE & INTERNATIONAL RATES, TERMS & CONDITIONS

SECTION 5 – DEBIT CARD SERVICES

3.4 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.

