

INDIANA

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

Combined Public Communications, Inc.

This Tariff, filed with the Indiana Utility Regulatory Commission contains the rates, terms and conditions applicable to the operator assisted resold telecommunication services furnished by Combined Public Communications, Inc. ("CPC") for use by inmates of confinement institutions within the State of Indiana.

Issued: October 4, 2007

Effective: October 4, 2007

Issued by: Melody Weil, President
P.O. Box 76573
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CHECK SHEET

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

| Page | Revision | | Page | Revision | |
|-------------|----------------------|---|-------------|----------------------|---|
| 1 | 1 st Rev. | * | 24 | 1 st Rev. | * |
| 2 | 6 th Rev. | * | 25 | 1 st Rev. | * |
| 3 | 2 nd Rev. | * | 26 | 1 st Rev. | * |
| 4 | 1 st Rev. | * | 27 | 1 st Rev. | * |
| 5 | 1 st Rev. | * | 28 | 1 st Rev. | * |
| 6 | 1 st Rev. | * | 28.1 | 1 st Rev. | * |
| 7 | 1 st Rev. | * | 28.2 | 1 st Rev. | * |
| 8 | 1 st Rev. | * | 29 | 2 nd Rev. | * |
| 9 | 1 st Rev. | * | 30 | 2 nd Rev. | * |
| 10 | 1 st Rev. | * | 30.1 | 1 st Rev. | * |
| 11 | 1 st Rev. | * | 30.2 | 1 st Rev. | * |
| 12 | 1 st Rev. | * | 31 | 2 nd Rev. | * |
| 13 | 1 st Rev. | * | 32 | 3 rd Rev. | * |
| 14 | 1 st Rev. | * | 32.0.1 | 1 st Rev. | * |
| 15 | 1 st Rev. | * | 32.1 | 2 nd Rev. | * |
| 16 | 1 st Rev. | * | 32.2 | 1 st Rev. | * |
| 17 | 1 st Rev. | * | 32.3 | 1 st Rev. | * |
| 18 | 2 nd Rev. | * | 32.4 | 1 st Rev. | * |
| 19 | 2 nd Rev. | * | 33 | 1 st Rev. | * |
| 20 | 1 st Rev. | * | 34 | 1 st Rev. | * |
| 21 | 1 st Rev. | * | | | |
| 22 | 1 st Rev. | * | | | |
| 23 | 1 st Rev. | * | | | |

* - indicates those pages included with this filing

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SYMBOLS

Changes to this Tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- C** - Changed regulation.
- D** - Delete or discontinue.
- I** - Change Resulting in an increase to a Customer's bill.
- M** - Moved from another Tariff location.
- N** - New.
- R** - Change resulting in a reduction to a Customer's bill.
- T** - Change in text or regulation.

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The Tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to the provision of intrastate operator assisted resold common carrier communications furnished by Combined Public Communications, Inc. for use by inmates of confinement institutions within the State of Indiana.

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SECTION 1 - TERMS AND ABBREVIATIONS

Authorized User - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Company's services under the terms and regulations of this Tariff. In the case of collect-only calling services provided to Inmates of Confinement Institutions, the Inmate is the Authorized User.

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

Commission - Refers to the Indiana Utility Regulatory Commission.

Company or Carrier - Combined Public Communications, Inc. unless otherwise clearly indicated by the context.

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

CPC - Used throughout this Tariff to refer to Combined Public Communications, Inc.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Company's telecommunications services; or is responsible for payment of charges, all under the provisions and terms of this Tariff. In the case of collect-only calling services provided to Inmates of Confinement Institutions, the called party is the Customer and is responsible for payment of charges.

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

Inmates - The confined population of Institutions.

Institutions - See Confinement Institution.

LEC - Local Exchange Company.

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

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

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

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

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Combined Public Communications, Inc.**

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

2.2 Use of the Company's Service

- 2.2.1** Services provided under this Tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3** A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.

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

2.3 Limitations

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

2.4 Assignment and Transfer

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

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

2.5 Liability of the Company

- 2.5.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed \$100.00.
- 2.5.2** The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by the Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Tariff; or for any act or omission of the Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.5.4** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.5.5** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

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

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

2.5.6 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.5.7 The Company shall be indemnified and saved harmless by the Subscriber from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

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

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

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

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

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

2.6 Responsibilities of the Subscriber or Customer

2.6.1 The Subscriber is responsible for making proper application for service; placing any necessary orders; for complying with Tariff regulations; and payment of charges for services provided. Specific responsibilities include, but are not limited to the following:

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

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

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

2.6.1 (Cont'd.)

- 5) The Subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Subscriber or others, by improper use of the services, or by use of equipment provided by the Subscriber or others.
- 6) The Subscriber must pay for the loss through theft of any Company equipment installed at Subscriber's premises.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Billing and Payment For Service****2.7.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or its Authorized Users for transmission of calls via the Company's network.

In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

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

2.7.2 Payment for Service

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Billing and Payment For Service, (Cont'd.)****2.7.3 Disputed Charges**

Any objections to billed charges must be reported to the Company or its billing agent within thirty (30) days of the closing date printed on the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Customers may contact the Indiana Utility Regulatory Commission with 1) any unresolved dispute or 2) disputed charges for which the Company refuses an adjustment if disputed charges were reported to the Company after thirty (30) days from the closing date on the Customer's bill.

2.7.4 Taxes and Fees

- A.** For Debit Card calls, if offered, state and local taxes are included in the stated rates in this tariff. For all other calls, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- B.** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C.** 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. Such adjustments shall be listed in this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Billing and Payment For Service, (Cont'd.)****2.7.4 Taxes and Fees, (Cont'd.)****D. Pay Telephone Surcharge**

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

Whenever possible, the 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 that the originating station is an eligible pay telephone.

The 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 | \$0.50 |
|---------------|--------|

2.7.5 Late Payment Fees

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Billing and Payment For Service, (Cont'd.)****2.7.6 Return Check Charge**

A return check charge of \$25.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Indiana law.

2.7.7 Validation of Credit

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

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

2.7.8 Indiana Universal Service Fund

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Deposits**

The Company reserves the right to examine the credit record of the Customer, using any lawful sources for determining credit standing. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be no greater than two months' estimated usage but may vary with the Customer's credit history and projected usage. The Customer may request after one year of service that the account be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit will be refunded in full with interest as required by law or regulations. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

Interest on deposits held will be paid annually at the interest rate prescribed by the Commission. Interest may be paid by refund or credit to the Customer's bill.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.9 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.

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

2.10 Cancellation or Termination of Service by Company

- A.** For Customers billed directly by the Company, the Company may terminate service to a Customer for nonpayment of undisputed charges or other violation of this Tariff or provision of law upon five (5) days written notice to the Customer without incurring any liability for damages due to loss of telephone service to the Customer. Charges will not be considered past due until thirty (30) days from the closing date printed on the Customer's bill.
- B.** The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Subscriber shall be given five (5) days notice to comply with any rule or remedy any deficiency:
- 1) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - 2) For use of telephone service for any purpose other than that described in the application.
 - 3) For neglect or refusal to provide reasonable access to CPC or its agents for the purpose of inspection and maintenance of equipment owned by CPC or its agents.

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

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

2.10.2 (Cont'd.)

B) (Cont'd.)

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Subscriber.

2.12 Subscriber Provided Equipment

2.12.1 The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of CPC's service.

2.12.2 When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry. The Subscriber is responsible for ensuring that Subscriber-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Subscriber's expense, subject to prior Subscriber approval of the equipment expense.

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

2.13 Company-Provided Equipment

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

2.14 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

Combined Public Communications, Inc. provides Pay Telephone and operator assisted calling services for use by Inmates of prisons, jails or other Confinement Institutions for communications originating and terminating within the State of Indiana. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service. Inmate access to the Company's services may be restricted by the administration of the Institution served.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, class of call, and/or call duration. Customers are billed based on their use of The Company's services and network. No installation charges apply.

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

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

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.3 Institutional Operator Assisted Calling**

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

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

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

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

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

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

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

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.3 Institutional Operator Assisted Calling, (Cont'd.)****3.3.1 Contract 1****A. Local Services Rates and Charges**

Local operator assisted collect-only calls placed by inmates of institutions and other confinement facilities are billed as follows:

1. Local Usage Charge

A usage charge of \$0.50 applies to each local call placed by the End User using the services of the Company.

2. Local Per Call Service Charges

The following per-call charges applies to each local collect-only operator assisted call:

| | |
|---|--------|
| Local Operator Station-to-Station Collect | \$3.00 |
|---|--------|

B. IntraLATA Service Rates And Charges**1. IntraLATA Per Minute Usage Rates**

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

| | |
|------------------|--------|
| Rate per minute: | \$0.45 |
|------------------|--------|

2. IntraLATA Per Call Service Charges

The following per-call charges applies to each interLATA collect-only operator assisted call:

| | |
|-----------------------------|--------|
| Station to Station Collect: | \$3.00 |
|-----------------------------|--------|

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

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

3.3.1 Contract 1, (Cont'd.)

C. InterLATA Service Rates And Charges

1. InterLATA Per Minute Usage Rates:

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Rate Per Minute: \$0.45

2. InterLATA Per Call Service Charges:

Operator Station Collect: \$3.00

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.3 Institutional Operator Assisted Calling, (Cont'd.)****3.3.2 Contract 2****A. Local Services Rates and Charges**

Local operator assisted collect-only calls placed by inmates of institutions and other confinement facilities are billed as follows:

1. Local Usage Charge

A usage charge of \$0.50 applies to each local call placed by the End User using the services of the Company.

2. Local Per Call Service Charges

The following per-call charges applies to each local collect-only operator assisted call:

| | |
|---|--------|
| Local Operator Station-to-Station Collect | \$3.00 |
|---|--------|

B. IntraLATA Service Rates And Charges**1. IntraLATA Per Minute Usage Rates**

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

| | |
|------------------|--------|
| Rate per minute: | \$0.45 |
|------------------|--------|

2. IntraLATA Per Call Service Charges

The following per-call charges applies to each interLATA collect-only operator assisted call:

| | |
|-----------------------------|--------|
| Station to Station Collect: | \$3.00 |
|-----------------------------|--------|

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

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

3.3.2 Contract 2, (Cont'd.)

C. InterLATA Service Rates And Charges

1. InterLATA Per Minute Usage Rates:

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Rate Per Minute: \$0.25

2. InterLATA Per Call Service Charges:

Operator Station Collect: \$3.00

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.3 Institutional Operator Assisted Calling, (Cont'd.)****3.3.3 Contract 3****A. Local Services Rates and Charges**

Local operator assisted collect-only calls placed by inmates of institutions and other confinement facilities are billed as follows:

1. Local Usage Charge

A usage charge of \$0.50 applies to each local call placed by the End User using the services of the Company.

2. Local Per Call Service Charges

The following per-call charges applies to each local collect-only operator assisted call:

| | |
|---|--------|
| Local Operator Station-to-Station Collect | \$1.50 |
|---|--------|

B. IntraLATA Service Rates And Charges**1. IntraLATA Per Minute Usage Rates**

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

| | |
|------------------|--------|
| Rate per minute: | \$0.20 |
|------------------|--------|

2. IntraLATA Per Call Service Charges

The following per-call charges applies to each interLATA collect-only operator assisted call:

| | |
|-----------------------------|--------|
| Station to Station Collect: | \$2.00 |
|-----------------------------|--------|

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

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

3.3.3 Contract 3

C. InterLATA Service Rates And Charges

1. InterLATA Per Minute Usage Rates:

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Rate Per Minute: \$0.20

2. InterLATA Per Call Service Charges:

Operator Station Collect: \$2.00

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.4 Prepaid Institutional Service****3.4.1 Description of Service**

Prepaid Institutional Service provides alternative methods for inmates in Confinement Institutions and their families to communicate with each other. Prepaid Institutional Service calls are originated by inmates in confinement institutions. Calls are made by dialing a toll-free access number or other access dialing sequence. Depending on the facility, a Personal Account Code may also need to be entered.

Two account options are available. The first option, the Commissary Card Account, allows the inmate (via the Institution personnel) to set up his/her own prepaid account at the Confinement Institution; the second option, Direct Pay, allows the called party who receives collect calls from inmates (Customer) to set up his/her own prepaid account.

A. Option A: Commissary Card Account

With a Commissary Card Account, a prepaid account is set up by the Company with the Institution's commissary. The inmate may purchase a card in any denomination. The Company assigns an authorization code to the inmate, and provides instructions for accessing and using the service. All deposits to the account are paid to and handled by the Institution. The Company receives payment from the Institution; it does not engage in direct monetary transactions with the inmate.

Applicable rates for service are printed on the card. The inmate may make calls up to the total amount purchased on the card. Network usage is deducted from the Available Usage Balance on the card on a real time basis as the call progresses. The Company's system automatically informs the caller when there is a five-minute Available Usage Balance remaining on the card.

No minimum service period applies. Available Usage on the Customer's card is non-refundable, except in the event a call is unable to be completed due to equipment failure. Cards are not renewable. All calls must be charged against a card that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the card is insufficient to continue the call.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.4 Prepaid Institutional Service, (Cont'd.)****3.4.1 Description of Service, (Cont'd.)****B. Option B: Direct Pay**

With Direct Pay, the Company is notified by parties (Customers) who receive collect calls from inmates in Confinement Institutions that they wish to establish a prepaid account. A prepaid account is then set up by the Company for the Customer. After the account is established, the inmate will receive an authorization code, and instructions for accessing and using the service. 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 of this tariff. Deposits to the account are paid to and handled by the Company via arrangement with a specified financial institution. The Company does not engage in direct monetary transactions with the inmate.

The inmate may make calls up to the total amount in the prepaid account. Network usage is deducted from the Available Usage Balance on the card on a real time basis as the call progresses. The Company's system automatically informs the caller when there is a five-minute Available Usage Balance remaining in the account. 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 in the Account is insufficient to continue the call.

Prepaid Institutional Service rates are not distance or time of day sensitive. Holiday discounts do not apply. Network usage for Prepaid Institutional Calls is deducted from the Available Usage Balance in Customer's Prepaid Account in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Account balances as well as rates and charges are available from the system upon access to place a call.

Prepaid Institutional Service is available 24 hours a day, seven days per week. The number of available accounts is subject to technical limitations. Accounts will be made available to Customers at the discretion of the Institution. 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.

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

3.4 Prepaid Institutional Service, (Cont'd.)

3.4.2 Rates and Charges

- A. Option 1** - Rates and charges for Prepaid Institutional Service are provided at a ten percent discount off standard institutional collect rates and charges.

- B. Option 2** - Rates and charges for Prepaid Institutional Service are the same as those set forth in the Company's Institutional Operator Assisted Calling Collect rate schedules.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Prepaid Card Service**

With Prepaid Card Service, cards may be purchased directly from the Company, usually via a vending machine located at the facility. Cards may be purchased in any denomination between \$5.00 and \$30.00. The Company assigns an authorization code to the inmate, and provides instructions for accessing and using the service.

The Company's system automatically informs the caller of the Available Usage Balance remaining on the Prepaid Card, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. With Prepaid Card Service, applicable state taxes and fees are included in the rates and charges for calling service.

Prepaid Cards purchased under this service are non-renewable. Unused balances may not be used following release from the Confinement Institution. Unused balances are refundable upon request.

3.5.1 Contract 1**A. Local Rates and Charges**

- | | |
|---------------------------------|--------|
| 1. Local Usage Rates | |
| Rate per minute: | \$0.25 |
| 2. Local Connect Charges | |
| Connect Fee per call: | \$0.00 |

B. IntraLATA Rates And Charges

- | | |
|---|--------|
| 1. IntraLATA Usage Rates | |
| Rate per minute: | \$0.25 |
| 2. IntraLATA Per Connect Charges | |
| Connect Fee per call: | \$0.00 |

C. InterLATA Rates And Charges

- | | |
|---|--------|
| 1. InterLATA Usage Rates | |
| Rate per minute: | \$0.25 |
| 2. InterLATA Per Connect Charges | |
| Connect Fee per call: | \$0.00 |

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Prepaid Card Service, (Cont'd.)****3.5.2 Contract 2****A. Local Rates and Charges**

- | | |
|---------------------------------|--------|
| 1. Local Usage Rates | |
| Rate per minute: | \$0.00 |
| 2. Local Connect Charges | |
| Connect Fee per call: | \$3.00 |

B. IntraLATA Rates And Charges

- | | |
|---|--------|
| 1. IntraLATA Usage Rates | |
| Rate per minute: | \$0.25 |
| 2. IntraLATA Per Connect Charges | |
| Connect Fee per call: | \$3.00 |

C. InterLATA Rates And Charges

- | | |
|---|--------|
| 1. InterLATA Usage Rates | |
| Rate per minute: | \$0.25 |
| 2. InterLATA Per Connect Charges | |
| Connect Fee per call: | \$3.00 |

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.5 Prepaid Card Service, (Cont'd.)****3.5.3 Contract 3****A. Local Rates and Charges**

- | | |
|---------------------------------|--------|
| 1. Local Usage Rates | |
| Rate per minute: | \$0.00 |
| 2. Local Connect Charges | |
| Connect Fee per call: | \$2.00 |

B. IntraLATA Rates And Charges

- | | |
|---|--------|
| 1. IntraLATA Usage Rates | |
| Rate per minute: | \$0.50 |
| 2. IntraLATA Per Connect Charges | |
| Connect Fee per call: | \$0.00 |

C. InterLATA Rates And Charges

- | | |
|---|--------|
| 1. InterLATA Usage Rates | |
| Rate per minute: | \$0.50 |
| 2. InterLATA Per Connect Charges | |
| Connect Fee per call: | \$0.00 |

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

3.5 Prepaid Card Service, (Cont'd.)

3.5.4 Contract 4

A. Local Rates and Charges

- 1. Local Usage Rates**
Rate per minute: \$0.00
- 2. Local Connect Charges**
Connect Fee per call: \$3.00

B. IntraLATA Rates And Charges

- 1. IntraLATA Usage Rates**
Rate per minute: \$0.50
- 2. IntraLATA Per Connect Charges**
Connect Fee per call: \$0.00

C. InterLATA Rates And Charges

- 1. InterLATA Usage Rates**
Rate per minute: \$0.50
- 2. InterLATA Per Connect Charges**
Connect Fee per call: \$0.00

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SECTION 4 - CONTRACTS

4.1 Contracts

At the option of the Company, service may be offered on a contract basis to meet specialized requirements not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Confinement Institution and Company and may include discounts on rates contained herein, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

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SECTION 5 - MISCELLANEOUS RATES AND CHARGES**5.1 Billing Cost Recovery Fee**

An undiscountable billing cost recovery fee will apply each billing period in which local or long distance collect calls are billed to a Customer's local exchange carrier. The purpose of this fee is to partially offset increased expenses associated with billing calls via local exchange carriers. The fee will be charged only one time per billing period regardless of the number of calls. The fee will not apply in any billing period in which no collect calls are billed via the Customer's local exchange carrier. This fee does not apply to the following: prepaid services paid for by commercial credit card, check, money order or wire, or for services billed directly to the Customer by the Company.

Billing Cost Recovery Fee, per month where applicable \$1.50

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