

MISSOURI

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

PROTOCOLL TELECOM L.L.C.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of intrastate interexchange telecommunications services provided by Protocall Telecom L.L.C. ("the Company") to inmates of correctional or confinement institutions within the state of Missouri. This tariff is on file with the Missouri Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

Protocall, L.L.C. operates as a competitive telecommunications company within the state of Missouri.

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COMPETITIVE TELECOMMUNICATIONS COMPANY WAIVERS

Protocall Telecom L.L.C. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

- | | |
|-------------------|--|
| 4 CSR 240-10.020 | - Depreciation fund income |
| 4 CSR240-30.040 | - Uniform system of accounts |
| | |
| Section 392.210.2 | - Uniform System of Accounts |
| Section 392.240.1 | - Just and Reasonable rates |
| Section 392.270 | - Ascertain Property values |
| Section 392.280 | - Depreciation Accounts |
| Section 392.290 | - Issuance of securities |
| Section 392.300.2 | - Acquisition of Stocks |
| Section 392.310 | - Issuance of stock an debt |
| Section 392.320 | - Stock dividend payments |
| Section 392.330 | - Issuance of securities, debt and notes |
| Section 392.340 | - Reorganizations |

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SYMBOLS

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

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

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between sheets 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.
- 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.

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate resale common carrier communications and automated operator services by Protocol Telecom L.L.C. for use by inmates in correctional institutions within the State of Missouri.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's location to a Protocall 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 PROTOCOLL' service and is responsible for payment of charges and compliance with the Company's tariff.

Company or Carrier - Protocall Telecom L.L.C., unless otherwise clearly indicated by the context.

Commission - The Missouri Public Service Commission.

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

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

LEC - Local Exchange Company.

Subscriber - The correctional institution which orders or uses the Company's service and is responsible for compliance with tariff 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.

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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 within the state of Missouri. The terms of this tariff apply to the Company's intrastate 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 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 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 tariff.

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 tariff, 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 All facilities provided under this tariff are directly or indirectly controlled by Protocall Telecom L.L.C. and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company.

2.2.6 Service may otherwise be limited at the request of the institution's administration or by rules of the Commission to decrease fraud and maintain security and control over the inmate population.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Use

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

2.4 Liabilities of the Company

2.4.1 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 an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.4.2 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 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.

2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Subscriber or Customer 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 Customer 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 directly caused by negligence of the Company.

2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.5 Deposits and Advance Payments****2.5.1 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.

2.5.2 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.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6 Taxes

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.

2.6.1 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), a per call charge may be applied to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company's service and is unrelated to the service accessed from the pay telephone. Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any re-originated 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 from a carrier 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, up to \$0.56

2.6.2 Missouri Universal Service Fund

- A.** The Company will place, on each retail end-user customer's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Missouri Public Service Commission.
- B.** The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
- C.** The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.7 Payment for Service****2.7.1 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).

2.7.2 Disputed Charges

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

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received 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.

2.7.3 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.

2.7.4 Return Check Charge

A return check charge of \$35.00 will be assessed for checks returned for insufficient funds.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.8 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.

2.9 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.

2.10 Refusal or Discontinuance by Company

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

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

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.10.2 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.

2.11 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.

2.12 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.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.1 General**

Service is offered to inmates of correctional or confinement facilities for outward-only calling. Collect calls may be billed to residential or business lines. Billing information will be validated.

3.2 Timing of Calls

3.2.1 Each Customer is charged individually for each call placed through the Company.

3.2.2 Customers are billed based on their use of the Company's service. No fixed monthly recurring charges apply.

3.2.3 Local charges are based on a 15 minute increment which is also the maximum allowed duration for a local call.

Long distance usage charges are based on the actual usage of the Company's network. Timing of a call begins when the called party accepts the charges for the call. Positive response for acceptance of a call is required. A call will be terminated within five (5) seconds from the last message given if no positive response is received.

3.2.4 Chargeable time for a call ends upon disconnection by either party.

3.2.5 The minimum call duration and initial period for billing purposes is one minute.

3.2.6 Unless otherwise specified in this tariff, for billing purposes usage is measured and rounded to the next higher full minute.

3.2.7 No charges apply for incomplete calls or for calls to called parties who do not accept the charges for the call. The Company will terminate a call if the called party does not accept responsibility for the charges. If a Customer believes he or she has been incorrectly billed for an incomplete call, the Company will, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)**3.3 Institutional Automated Collect Operator Service****3.3.1 Description**

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

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

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

3.3.2 Class of Calls

Automated Collect Station Calls: are calls which are placed by an Inmate who dials all of the digits required to route the call and who follows the Company system prompts, enabling the Called Party to accept the charges for the call. If the Called Party does not accept the call, the call is terminated and no billing applies. Where the Called Party has a prepaid account established, if the Called Party does not accept the call, the call will be terminated and no debit will be made to the account for that call.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)**3.3 Institutional Automated Collect Operator Service, (Cont'd.)****3.3.3 Rates and Charges****A. Option 1**

Local Rates and Charges

Local, Per Call Charge*	\$3.50*
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**(Includes maximum of 15 minutes)*

Per Call Connection Charge	N/A
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IntraLATA/InterLATA Rates and Charges

Per Minute Usage Rate	\$0.40
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Per Call Connection Charge	\$3.00
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B. Option 2

Local Rates and Charges

Local, Per Call Minute Rate	\$0.30
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Per Call Connection Charge	\$0.90
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IntraLATA/InterLATA Rates and Charges

Per Minute Usage Rate	\$0.30
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Per Call Connection Charge	\$4.70
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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.4 Prepaid Institutional Calling Services

3.4.1 General

Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement Institutions. This service is designed to offer a calling alternative for the following circumstances:

- A. Called parties who utilize the services of local exchange carriers that do not offer third party billing of collect calls; and
- B. Called parties whose credit history is inadequate to receive collect calls; and
- C. Inmates who wish to utilize their commissary funds for call placement; and
- D. Called parties who wish to budget their monthly expense for collect calls.

Prepaid Institutional Calling Services are not subject to the Deposit and Advance Payment provisions found in Section 2.

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

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 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.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)**3.4 Prepaid Institutional Calling Services****3.4.1 General, (Cont'd.)****A. Option A: Debit Card or Debit Account**

With a Debit Card or Debit Account, the each inmate has the option to transfer funds from his/her commissary account to purchase a debit card or have calls paid for directly out of the inmate's commissary account. This is accomplished by facility personnel or through a direct interface between the commissary system and the inmate phone system. This account is associated with the inmate's Personal Identification Number (PIN.) When the inmate places a call, he/she has the option of calling collect or debit. Once debit is selected, the inmate enters the PIN and called telephone number. All deposits to the account are paid to and handled by the Institution. The Company receives payment from the Institution; it does not engage in direct monetary transactions with the inmate. Debit cards or Debit accounts may be funded in any amount subject to the requirements or restrictions of the Confinement Institution.

The Company's system 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.

Available Debit Account balances are refundable. Refunds of debit card balances are refundable upon request, typically after release of the inmate from the Confinement Institution. The Available Usage Balance expires six months from the date the last call is made on the account or card. No refunds of unused balances will be issued after the expiration date.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.4 Prepaid Institutional Calling Services

3.4.1 General, (Cont'd.)

B. Option B: Prepaid Collect Service

Prepaid Collect Service is available for those parties (Customers) who receive collect calls from inmates in Confinement Institutions. A prepaid account is set up by the Company for the Customer. The inmate will receive 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's system automatically informs the account holder of the Available Usage Balance remaining in the Prepaid Account prior to acceptance of the call. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. The account holder will also receive a reminder message when the account balance has one minute of usage remaining. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the Account is insufficient to continue the call.

Payments for Prepaid Collect Accounts and any Available Usage Balance are refundable upon request, typically after release of the inmate from the Confinement Institution. The Available Usage Balance expires six months from the date the last call is made on the Debit or Prepaid account. No refunds of unused balances will be issued after the expiration date.

Initial or additional deposits to prepaid accounts may be made via selected retail outlets with which the Company may contract to receive Customer payments, or via Western Union, commercial credit card, debit card or e-checks. Payments may be made in any amount, subject to a \$50 minimum deposit. Deposits made to a Prepaid Collect Account are credited to the account by an amount 10% higher than the actual deposit, which effectively provides the Customer with a 10% discount off the standard rates. For example, a \$50 deposit will result in a credit of \$55 to the Customer's Prepaid Collect Account.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.4 Prepaid Institutional Calling Services

3.4.2. Rates and Charges

A. Prepaid Institutional Debit Calling

1. Local

Rate Per Minute: \$0.50

2. IntraLATA

Rate Per Minute: \$0.50

3. InterLATA

Rate Per Minute: \$0.50

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.4 Prepaid Institutional Calling Services

3.4.2. Rates and Charges

B. Prepaid Collect Institutional Calling

1. Option 1

Local Rates and Charges

Local, Per Call Charge*	\$3.50*
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**(Includes maximum of 15 minutes)*

Per Call Connection Charge	N/A
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IntraLATA/InterLATA Rates and Charges

Per Minute Usage Rate	\$0.40
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Per Call Connection Charge	\$3.00
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2. Option 2

Local Rates and Charges

Local, Per Call Minute Rate	\$0.30
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Per Call Connection Charge	\$0.90
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IntraLATA/InterLATA Rates and Charges

Per Minute Usage Rate	\$0.30
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Per Call Connection Charge	\$4.70
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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.5 Miscellaneous Charges

3.5.1 Bill Statement Fee

In order to partially offset increased expenses associated with billing calls via local exchange carriers, a bill statement fee may apply each billing period in which local or long distance collect calls are billed through a Customer's local exchange carrier. Where applicable, this fee will be charged only once per billing period regardless of the number of calls. The fee will not apply in any billing period in which no collect calls are billed via the Customer's local exchange carrier. This fee does not apply to prepaid services paid for by commercial credit card, check, money order or wire, or for services billed directly to the Customer by the Company.

Bill Statement Fee, per month where applicable, up to \$2.75

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