

RESOLD INTERSTATE SWITCHED VOICE SERVICE TARIFF

APPLICABLE TO SERVICES FURNISHED

BY

CAPITAL INTERNATIONAL COMMUNICATIONS

8762 St. Charles Rock Rd.

St. Louis, MO 63114

Updated 11/3/03

CAPITAL INTERNATIONAL COMMUNICATIONS

FCC Interstate Tariff

No. 1

This tariff applies to interstate telecommunications services. Services may be provided by radio, terrestrial facilities, submarine cables, earth terminals, and communications satellites in connection with the establishment of communications paths within the United States. This tariff is the first revised.

CAPITAL INTERNATIONAL COMMUNICATIONS
No. 1

FCC Interstate Tariff

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CONCURRING CARRIERS

No concurring carriers

CONNECTING CARRIERS

No connecting carriers

OTHER PARTICIPATING CARRIERS

No participating carriers

Page Numbering Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be number 3.1.

Exp1anation of Symbols When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected.

Changes will be identified on the revised pages(s) through the use of the following symbols.

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increase.
- (M) - To signify matter relocated without change.
- (N) - To signify new rate or regulation.

- (R) - To signify reduction.
- (S) - To signify reissued matter.
- (T) - To signify a change in text, but no change in rate or regulation.
- (Z) - To signify a correction.

This tariff contains the regulations and rates applicable to the furnishing of resale interstate telecommunications service by Capital International Communications Communications, ("Capital International Communications"). Capital International Communications offers access to its resold network through Feature Group D access.

1.0 Definition of Terms

Access Line An arrangement that connects the customer's location to a Capital International Communications Communications, switching center or point of presence.

Billed Party A person, company, or entity that agrees to pay for inmate placed calls, on a collect call basis.

Called Party A person, company or entity which receives a call from the Calling Party. The Called Party may also be the Billed Party.

Calling Party A person, usually an inmate of the Subscriber as used in this Tariff, who places a call to the Called Party.

Carrier Capital International Communications Communications, unless otherwise clearly indicated by the context.

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

Company Capital International Communications Communications, unless otherwise clearly indicated by the context.

Customer The person, firm, corporation, or other entity which initiates a call on the Company's network, subject to the terms and conditions of the Company's tariff regulations.

End User The person, firm, corporation, or other entity that initiates a call on the Company's network, subject to the terms and conditions of the Company's tariff regulations.

Capital International Communications Used throughout this tariff to mean Capital International Communications Communications, unless clearly indicated otherwise by the text.

1.0 Definition of Terms. cont.

LATA Local Area of Transport and Access.

LEC Local Exchange Company.

Subscriber A detention or correctional facility who contracts for service provided by Capital International Communications Communications

Surcharge As used in this Tariff, a charge levied by Capital International Communications Communications, to provide the service of handling a call, including the provision of collect call acceptance, validation and billing of the call charges.

2.0 Rules and Regulations

2.1 Undertaking of Capital International Communications Communications

Capital International Communication's services and facilities are furnished for a two-point telecommunications service. The Company's headquarters are in St. Louis, Missouri.

2.2 Limitations

- (A) Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- (B) The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Subscriber or Customer or Billed Party is using the service in violation of provisions of this tariff, or in violation of the law.
- (C) 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 connection.

2.0 Rules and Regulations, cont.

2.3 Use

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.4 Liability

- (A) 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.
- (B) The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer and Billed Party against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right 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 relative 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 and Billed Party; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance,

2.0 Rules and Regulations. cont.

2.4 Liability. cont.

or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

- (C) No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- (D) The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service that is not the direct result of the Company's negligence.
- (E) The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of interstate long distance service, the Company's liability, if any, shall not exceed an amount equal to the initial period charge provided for under this tariff for the call for the period during which the call was affected.

2.5 Terminal Equipment

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

2.0 Rules and Regulations. cont.

2.5 Terminal Equipment. cont.

of the Company's service. 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.

2.6 Payment for Service

- (A) The Customer or Billed Party is responsible for payment of all charges for service furnished to the Customer.
- (B) Notice of dispute must be received by Capital International Communications in writing within 30 days after the billing invoice is issued, or the invoice shall be considered correct and binding upon the Customer or Billed Party.

2.7 Taxes

All applicable taxes, fees, charges, exactions, or the like which must be paid to any governmental authority; state, local, municipal, or otherwise, for the provision of telecommunications services and which, pursuant to the rules and regulations governing such applicable taxes, fees, charges, exactions or the like, may be charged directly to the Customer or Billed Party will be separately stated on Customer's or Billed Party's bill and collected from the Customer or Billed Party.

3.0 Description of Service

3.1 Product Description

Capital International Communication's Inmate Telecommunications Service is offered at correctional facilities located in the United States Mainland and Hawaii. Customers access Capital International Communication's network via local exchange company provided feature group access. Calls are routed over the Company's transmission and switching facilities to any valid NPA-NXX.

The Company's service is provided for use by inmates at confinement facilities between points within the United States. This service anticipates the provision of collect calling only, using automated operators. Rates are based on call duration. At the request of the confinement facilities, no credit card calling, access to live operators (including emergency assistance operators) or posting is offered. Call duration may be limited at the request of the confinement facility. Other restrictions may apply.

Federal Universal Service Fee (FUSF)

A Federal Universal Service Fee charge equal to 8.9 percent of service usage charges will be applied to all customer bills. The Federal Universal Service Fee will either be included as a component of the individual call charges on a customer's bill or it may be included as part of a separate line item on a customer's invoice.

Per-minute usage sensitive charges apply. Per-call operator surcharges also apply.

3.1.1 Collect Calling

A service whereby caller places a station to station call which is billed collect with the assistance of an automated operator.

3.0 Description of Service. cont.

3.2 Timing of Calls

- 3.2.1 Long distance usage charges are based on the actual usage of Capital International Communication's network. The Company will determine that a call has been established through industry standard answer detection methods including, where available, by signal from the local telephone company.
- 3.2.2 Usage is measured and rounded to the next higher billing increment for billing purposes.
- 3.2.3 There is no billing applied for incomplete calls.

- 3.2.4 Unless otherwise specified, calls are billed in one minute increments, with a one minute minimum call duration.

4.0 Rates

4.1 Description of Rates

4.1.1 Capital International Communications Interstate Long Distance

- A. For all 0+ interstate calls from all correctional facilities originating in the United States Mainland and terminating in the United States Mainland, Alaska, Hawaii, Puerto Rico, and the Virgin Islands, the following rates shall apply:

Per Minute Rate	\$0.45 per minute
Operator Charge Per Call	\$2.45