

ORIGINAL

030 745-TI



July 31, 2003
Overnight Delivery

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Ms. Blanca Bayo, Director
Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

RECORDED 7730
AUG - 1 AM 10:30
COMMISSION
CLERK

RE: **Inmate Calling Solutions, LLC**
Initial IXC Registration and Tariff for Authority to Provide Interexchange
Telecommunications Services within the State of Florida.

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced IXC registration and initial tariff of Inmate Calling Solutions, LLC ("ICS") for Interexchange Authority. Also enclosed is Secretary of State documentation for the State of Florida.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope provided for that purpose.

Any questions you may have regarding this filing may be addressed to me at (407) 740-8575. Thank you for your assistance.

Sincerely,

Robin Norton, Consultant to
Inmate Calling Solutions, LLC

RECEIVED & FILED
Th
FPSC-BUREAU OF RECORDS

Enclosures

RN/bc

cc: Jennifer Huang, ICS
cc: Phil Apanovitch, ICS
file: ICS - FL - IXC
tms: FLi0300

TARIFF FORWARDED
TO CYP

41 - 6 NY 1 - 80V 80
DISTRIBUTION CENTER DOCUMENT NUMBER DATE

07007 AUG - 1 8

FPSC-COMMISSION CLERK



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

June 23, 2003

UCC FILING & SEARCH

TALLAHASSEE, FL

Qualification documents for INMATE CALLING SOLUTIONS, LLC were filed on June 23, 2003, and assigned document number M03000002032. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date. In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

A limited liability company annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration and Qualification Section.

Buck Kohr
Corporate Specialist
Division of Corporations

Letter Number: 703A00038208

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 6052, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO THE FLORIDA FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

FILED
JUN 13 PM 12:14
TALLAHASSEE, FLORIDA

- 1. INMATE CALLING SOLUTIONS, LLC
(Name of foreign limited liability company)
- 2. CALIFORNIA
(Jurisdiction under the law of which foreign limited liability company is organized)
- 3. 82-068088
(FBI Number, if applicable)
- 4. 8-15-03
(Date of Organization)
- 5. PERPETUAL
(Duration: Year limited liability company will cease to exist or "perpetual")
- 6. UPON QUALIFICATION
(Date first transacted business in Florida. (See Sections 608.301, 608.302, and 617.153, F.S.)
- 7. 6883 RUE FERRARI
SAN JOSE, CA 95138
(Street address of principal office)

8. If limited liability company is a manager-managed company, check here

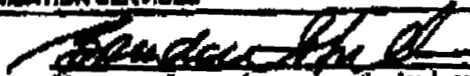
9. The names and usual business addresses of the managing members or managers are as follows:

<u>KEN DAWSON</u>	<u>6883 RUE FERRARI, SAN JOSE, CA 95138</u>
<u>BRENDAN PHILBIN</u>	<u>6883 RUE FERRARI, SAN JOSE, CA 95138</u>
<u>ROBERT COLER</u>	<u>6883 RUE FERRARI, SAN JOSE, CA 95138</u>

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida: _____

TELECOMMUNICATION SERVICES


 Signature of a member or an authorized representative of a member.
 (In accordance with section 608.40(3), F.S., the execution of this document constitutes an affirmation under the penalty of perjury that the facts stated herein are true.)
BRENDAN PHILBIN - MANAGER
 Typed or printed name of signee

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

FILED
JUN 23 PM 12 14
TALLAHASSEE, FLORIDA

1. The name of the Limited Liability Company is:

IMMATE CALLING SOLUTIONS, LLC

2. The name and the Florida street address of the registered agent and office are:

NRAI Services, Inc.

(Name)

828 E. Park Avenue

Florida street address (P.O. Box NOT ACCEPTABLE)

Tallahassee

FL 32301

(City/State/Zip)

Having been named as registered agent and to accept service of process for the above named limited liability company as the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

NRAI Services, Inc.

By: Cheryl Conklin
(Signature)

CHERYL CONKLIN - ASSISTANT SECRETARY

- \$ 100.00 Filing Fee for Application
- \$ 25.00 Designation of Registered Agent
- \$ 30.00 Certified Copy (optional)
- \$ 5.00 Certificate of Status (optional)

IXC REGISTRATION FORM


Company Name Inmate Calling Solutions, LLC
Florida Secretary of State Registration No. M0300002032
Fictitious Name(s) as filed at Fla. Sec. of State N/A

Company Mailing Name Inmate Calling Solutions LLC
Mailing Address 5883 Rue Ferrari
San Jose, California 95138-1857
Web Address No website
E-mail Address bphilbin@integretel.com
Physical Address 5883 Rue Ferrari
San Jose, California 95138-1857

Company Liaison Title Brendan Philbin
Chief Operating Officer
Phone (408) 362-4000
Fax (408) 362-2798
E-mail address bphilbin@integretel.com

Consumer Liaison Title Brendan Philbin
Chief Operating Officer
Address 5883 Rue Ferrari, San Jose, California 95138-1857
Phone (800) 661-3845
Fax (408) 362-2798
E-mail address bphilbin@integretel.com

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.


Signature of Company Representative Brendan Philbin
Printed/Typed Name of Representative
7/30/03
Date

Effective: 07/15/03

TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
Inmate Calling Solutions, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunication services provided by Inmate Calling Solutions, LLC ("ICS") with principal offices located at 5883 Rue Ferrari, San Jose, California 95138-1857. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

CHECK SHEET

This tariff contains Sheets, as listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

SHEET	REVISION	SHEET	REVISION
1	Original *	28	Original *
2	Original *	29	Original *
3	Original *		
4	Original *		
5	Original *		
6	Original *		
7	Original *		
8	Original *		
9	Original *		
10	Original *		
11	Original *		
12	Original *		
13	Original *		
14	Original *		
15	Original *		
16	Original *		
17	Original *		
18	Original *		
19	Original *		
20	Original *		
21	Original *		
22	Original *		
23	Original *		
24	Original *		
25	Original *		
26	Original		
27	Original		

* - indicates those pages includes with this filing

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

TABLE OF CONTENTS

Title Sheet.....1

Check Sheet2

Table of Contents.....3

Alphabetical Table of Contents4

Symbols6

Tariff Format7

Section 1 - Technical Terms and Abbreviations8

Section 2- Rules and Regulations11

Section 3 - Description of Service22

Section 4 - Rates27

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

ALPHABETICAL TABLE OF CONTENTS

<u>SUBJECT</u>	<u>SHEET</u>
Abbreviations.....	8
Advance Payments.....	13
Applicable Law.....	21
Applicability of Tariff.....	11
Automated Operator Service Charges.....	27
Contract Services.....	21
Cost of Collection and Repair.....	21
Definitions.....	9
Deposits.....	13
Description of Service.....	22
Discounts for Hearing Impaired Customers.....	29
Emergency Call Exemptions.....	29
Exemptions and Special Rates.....	29
Inspection, Testing and Adjustment.....	15
Limitations of Liability.....	15
Limitations of Service.....	19
Payment Arrangements.....	12
Payment and Credit Regulations.....	12
ICS Institutional Automated Collect Service.....	23
ICS Prepaid Institutional Calling Service.....	24
Rates.....	27
Rates - ICS Institutional Automated Collect Service.....	28
Rates - ICS Prepaid Institutional Calling Services.....	28

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

ALPHABETICAL TABLE OF CONTENTS, (Cont'd)

<u>SUBJECT</u>	<u>SHEET</u>
Refusal or Discontinuance by Company	17
Restoration of Service	21
Return Check Charge	13
Rules and Regulations	11
Taxes and Fees	13
Technical Terms	8
Telecommunications Relay Service	29
Terminal Equipment	20
Timing of Calls	22
Undertaking of the Company	11
Use of Service	20

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY: Brendan Philbin, Chief Operating Officer
 Inmate Calling Solutions, LLC
 5883 Rue Ferrari
 San Jose, California 95138

FL10300

SYMBOLS

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

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 but no Change in Rate or Charge

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 sheet(s) through the use of the above mentioned symbols.

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet 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.
- D. Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains 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 sheet is the most current on file with the FPSC.

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

The following abbreviations are used herein only for the purposes indicated below:

C.O.	-	Central Office
FCC	-	Federal Communications Commission
FPSC	-	Florida Public Service Commission
IXC	-	Interexchange Carrier
LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Carrier
MTS	-	Message Telecommunications Service
PBX	-	Private Branch Exchange

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)

Access Line - An arrangement which connects the Customer's telephone to a ICS designated switching center or point of presence.

Authorized User - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier'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.

Called Party - The person, individual, corporation or other entity whose telephone number is called. The Called Party is responsible for payment of the charges for use of ICS's automated collect service.

Collect Call - A billing arrangement by which the charges for a call may be billed to the called party without the intervention of a live operator, provided the called party agrees to accept the charges. The Called Party is responsible for charges associated with the call.

Commission - Refers to the Florida Public Service Commission.

Company - Inmate Calling Solutions, LLC ("ICS"), unless otherwise indicated by the context.

Confinement Facilities - Prisons, jails, correctional institutions or other places of confinement used for penalty purposes. Confinement Facilities are Subscribers of ICS's services and make the service available to Inmates.

Consumer or 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; and is responsible for payment of charges, all under the provisions and terms of this price list. Includes the inmates of Correctional Institutions and parties who accept charges for calls placed from Correctional Institutions served by the Company.

ICS - Used throughout this tariff to refer to Inmate Calling Solutions, LLC

Inmates - The jailed population of Confinement Facilities. Inmates are users of ICS's system.

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY: Brendan Philbin, Chief Operating Officer
 Inmate Calling Solutions, LLC
 5883 Rue Ferrari
 San Jose, California 95138

FLi0300

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)

LEC - Local Exchange Company.

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

SECTION 2- RULES AND REGULATIONS

2.1 Undertaking of the Company

ICS's services and facilities are furnished for communications originating and terminating within the State of Florida under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

ICS installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. Service is provided to Confinement Facilities for use by Inmates. ICS may act as the Confinement Facility's agent for ordering access connection facilities provided by other carriers or entities, when authorized, to allow connection of a Confinement Facility's location to the ICS network.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week

2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by ICS within the state of Florida.

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

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

2.3 Payment and Credit Regulations

2.3.1 Payment Arrangements

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 Inmate Calling Solutions. 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).

2.3.2. Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within 15 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 should be received orally or in writing by the Company as soon as possible.

The Company will promptly investigate and advise the Customer as to its findings concerning disputed charges. Adjustments to Customer's bills will be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.3.3 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. 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.

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

SECTION 2- RULES AND REGULATIONS, (Cont'd)**2.3 Payment and Credit Regulations, (Cont'd.)****2.3.4 Deposits**

The Company does not normally require deposits. However the company reserves the right to collect a deposit from parties who are billed for collect calls from inmates, pursuant to standards established by rules set forth by the Commission.

2.3.5 Advance Payments

The Company does not normally require advance payments for service. However, ICS reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

2.3.6. Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, whichever is greater.

2.3.7 Taxes and Fees

- A.** For Debit Card calls, 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.

ISSUED: August 1, 2003**EFFECTIVE: August 1, 2003****ISSUED BY:**

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

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

2.3 Payment and Credit Regulations, (Cont'd)

2.3.7 Taxes and Fees, (Cont'd.)

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.

D. Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), 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. 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 Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call, per minute	\$0.26
---------------------------	--------

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY: Brendan Philbin, Chief Operating Officer
 Inmate Calling Solutions, LLC
 5883 Rue Ferrari
 San Jose, California 95138

FLi0300

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

2.4 Inspection, Testing and Adjustment

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

2.5 Limitations of Liability

2.5.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.

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 other 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 any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

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

2.5 Limitations of Liability, (Cont'd)

2.5.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, 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 from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.

2.5.4 The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within thirty (30) days after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

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

2.6 Refusal or Discontinuance by Company

2.6.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. ICS will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

2.6.2 ICS may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice to comply with any rule or remedy any deficiency:

- A.** For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B.** For use of telephone service for any purpose other than that described in the application.
- C.** For neglect or refusal to provide reasonable access to ICS or its agents for the purpose of inspection and maintenance of equipment owned by ICS or its agents.
- D.** For non-compliance with or violation of Commission regulation or rules and regulations on file with the Commission provided that suspension or termination of service shall not be made without five (5) working days written notice to the Customer.

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

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

2.6 Refusal or Discontinuance by Company, (Cont'd)

2.6.2 (Cont'd)

- E.** For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) working days written notice to the Customer. Such notice will be provided in a mailing separate from the customer's regular monthly bill for service.
- F.** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect ICS's equipment or service to others.
- G.** Without notice in the event of tampering with the equipment or services owned by ICS or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, ICS may, before restoring service, require the Customer 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.
- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

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

2.7 Limitations of Service

- 2.7.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.7.2 ICS reserves the right to discontinue furnishing service, upon written notice, 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 law.
- 2.7.3 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.
- 2.7.4 ICS reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLI0300

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

2.8 Use of Service

Service may be used for any lawful purpose for which it is technically suited.

2.9 Applicable Law

This tariff shall be subject to and construed in accordance with Florida law.

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

SECTION 2- RULES AND REGULATIONS, (Cont'd)**2.10 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.11 Restoration of Service

The use and restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.12 Contract Services

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

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

The Company offers domestic intrastate automated operator assisted collect-only calling services for use by inmates of prisons, jails or other Confinement Institutions. Inmate access to the Company's services may be restricted by the administration of the Institution served. The Company's services are available twenty-four hours per day, seven days a week.

Customers are charged individually for each call placed through the Company's network. Charges may vary based on individual contracts between the Company and Institutions. Customers are billed based on their use of the Company's services and network.

3.2 Timing of Calls

3.2.1 Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this 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.

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY: Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd)**3.3 ICS Institutional Automated Collect Operator Service**

ICS provides Institutional Automated Collect-Only 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 in the Commonwealth of Massachusetts. 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 ICS' system.

Use of the automated collect calling service is subject to the rules and regulations of the M.D.T.E. and the institution's administrative restrictions.

3.3.1 Classes 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 ICS 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.

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

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

3.4 [Reserved for Future Use]

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

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

3.4 [Reserved for Future Use]

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

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

3.4 [Reserved for Future Use]

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

SECTION 4 - RATES

4.1 General

Each call is billed individually to the party responsible for the charges. The Called Party is billed based on their use of ICS's long distance service.

The charges for ICS services vary based on:

- duration of the call
- class of call

4.2 Automated Operator Service Charges

All automated operator assisted calls are subject to operator service charges. These charges apply on a per call basis and will be added to the usage charges on the bill for service.

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FL10300

SECTION 4 - RATES

4.3 ICS Institutional Automated Collect Service

4.3.1 Local Rates and Charges

A. Usage Charges

The following rates apply per call.

Per Inmate Collect Call: \$0.30

B. Service Charges:

Per Inmate Collect Call: \$1.75

4.3.2 Intra & InterLATA Institutional Rates and Charges

The following rates and charges apply to non-local calls placed by inmates of confinement institutions. Service is billed in one (1) minute increments following and initial one (1) minute billing period.

A. Usage Charges

Rate per minute: \$0.30

B. Service Charges:

Per Inmate Collect Call: \$1.75

4.4 [Reserved for Future Use]

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300

SECTION 4 - RATES, (Cont'd)**4.5 Exemptions and Special Rates for Presubscribed Customers****4.5.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on an evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to per call add-on charges for operator services when the call is placed by a method that would normally incur the per call charge.

4.5.2 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. ICS will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

4.5.3 Telecommunications Relay Service Rates

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted to 60 percent off of the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

ISSUED: August 1, 2003

EFFECTIVE: August 1, 2003

ISSUED BY:

Brendan Philbin, Chief Operating Officer
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, California 95138

FLi0300