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April 15, 2010

**VIA OVERNIGHT DELIVERY**

Honorable Jones, Chairman  
Attn: Sharla Dillon, Dockets  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-9021  
(615) 741-3939

filed electronically in docket office on 04/15/10

Re: DSI-ITI, LLC  
Docket No. 10-00052

Dear Ms. Dillon:

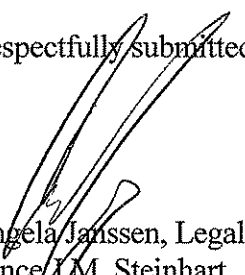
Enclosed please find for filing an original and four (4) copies of DSI-ITI, LLC's Supplemental Filing to its Application for Certificate to Provide Operator Services and/or Resell Telecommunication Services in Tennessee. This filing has also been sent via e-mail to [sharla.dillon@state.tn.us](mailto:sharla.dillon@state.tn.us) on April 15, 2010.

This filing is to include DSI-ITI, LLC's Resale Interexchange Telecommunications Service Rate Sheet.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,

  
Angela Janssen, Legal Assistant  
Lance J.M. Steinhart  
Attorney for DSI-ITI, LLC

Enclosures

cc: David Silverman

**DSI-ITI, LLC**  
2609 Cameron Street  
Mobile, Alabama 36607  
Issued by: Tariff Administrator

Tennessee Rate Sheet No. 1  
Original Title Page

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**RESALE INTEREXCHANGE TELECOMMUNICATIONS  
SERVICE RATE SHEET**

**FOR**

**DSI-ITI, LLC**

This tariff includes the rates, charges, terms and conditions of service for the provision of switched intrastate telecommunications services by DSI-ITI, LLC ("DSI") between locations within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority.

Copies may also be inspected during normal business hours at the Company's principal place of business at DSI-ITI, LLC, 2609 Cameron Street, Mobile, Alabama 36607.

Issued: April 16, 2010

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### CHECK SHEET

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

PAGE	REVISION	PAGE	REVISION
Title	Original	26	Original
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	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		

\* - indicates those pages included with this filing.

Issued: April 16, 2010

Effective: May 16, 2010

TABLE OF CONTENTS

Check Sheet..... 1

Table of Contents .....2

Application of Rate Sheet .....3

Symbols.....4

Rate Sheet Format .....5

Section 1 - Technical Terms and Abbreviations .....6

Section 2 - Rules and Regulations.....8

Section 3 - Service Descriptions and Rates.....21

Section 4 - Promotions .....30

Section 5 - Contract Services .....31

**DSI-ITI, LLC**  
2609 Cameron Street  
Mobile, Alabama 36607  
Issued by: Tariff Administrator

Tennessee Rate Sheet No. 1  
Original Page 3

Issued: April 16, 2010

Effective: May 16, 2010

---

### **APPLICATION OF RATE SHEET**

The regulations, rules and conditions set forth in this rate sheet apply to the provision of telecommunications services furnished within the State of Tennessee by DSI-ITI, LLC subject to the jurisdiction of the Tennessee Regulatory Authority.

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### **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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## RATE SHEET FORMAT

**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 sheets 14 and 15 would be 14.1.

**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 Tennessee Regulatory Authority. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Consult the Check Sheet for the page currently in effect.

**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).

**Check Sheets** - When a tariff filing is made with the Tennessee Regulatory Authority, 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. 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 page is the most current.

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## SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

**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.

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

**Commission** -- Refers to the Tennessee Regulatory Authority.

**Company or Carrier** - DSI-ITI, LLC unless otherwise clearly indicated by the context.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.



**DSI-ITI, LLC**  
2609 Cameron Street  
Mobile, Alabama 36607  
Issued by: Tariff Administrator

Tennessee Rate Sheet No. 1  
Original Page 7

Issued: April 16, 2010

Effective: May 16, 2010

---

#### **SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**DSI** - Used throughout this tariff to refer to DSI-ITI, LLC

**LATA** - Local Area of Transport and Access.

**LEC** - Local Exchange Company.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**V & H** - Geographic points which defines the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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## **SECTION 2.0 - RULES AND REGULATIONS**

### **2.1 Undertaking of DSI-ITI, LLC**

DSI's services and facilities are furnished for communications originating at specified points within the State of Tennessee under terms of this Tariff.

DSI 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. DSI may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the DSI services. The Customer shall be responsible for all charges due for such service arrangement.

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 Use**

**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** The Company may require applicants for service who intend to use Company offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of Company offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

**2.2.4** A Customer may transmit or receive information or signals via the facilities of the Company. Company 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 Company 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 2.0 - 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 when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored 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 Company control.
- 2.3.6** To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the tariff shall prevail.
- 2.3.7** Title to all equipment provided by the Company under this tariff remains with the Company.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.4 Assignment or Transfer**

- 2.4.1** All facilities provided under this tariff are directly or indirectly controlled by DSI and neither the Customer nor Subscriber may 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.
- 2.4.2** Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to Customer affiliates or other designated entities for payment. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by Customer, whether invoiced by the Company to the Customer, Customer affiliates, or other designated entities.

### **2.5 Liability**

- 2.5.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.5.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

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## SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

### 2.5 Liability, (Cont'd.)

- 2.5.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the TRA's Rules and Regulations.
- 2.5.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.
- 2.5.6** The Company shall not be liable for any claim, loss, or refund as a result of loss, theft or fraudulent use of Authorization Codes or Personal Identification Numbers issued for use with the Company's services.
- 2.5.7** The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:
- A.** Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or servicemark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
  - B.** Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
  - C.** All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.6 Customer Responsibility**

**2.6.1** All Customers assume general responsibilities in connection with the provisions and use of the Company service. When facilities, equipment, and/or communication systems provided by others are connected to Company facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:

- A.** The Customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of Company regulations governing the service. The Customer is also responsible for assuring that its users comply with regulations.
- B.** When placing an order for service, the Customer must provide:
  - 1. The names and addresses of the persons responsible for the payment of service charges, and
  - 2. The names, telephone numbers, and addresses of the Customer contact persons.
- C.** The Customer must pay the Company for the replacement or repair of Company equipment when the damage results from:
  - 1. The negligence or willful act of the Customer or user;
  - 2. Improper use of service; and
  - 3. Any use of equipment or service provided by others.
- D.** After receipt of payment for the damages, the Company will cooperate with the Customer in prosecuting a claim against any third party causing damage.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.7 Billing and Payment for Service**

#### **2.7.1 Payment for Service**

##### **A. Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. 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 his or her 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);

Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

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. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Unless otherwise specified below, services provided by the Company are billed in arrears directly to the Customer on a monthly basis.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.7 Billing and Payment for Service, (Cont'd.)**

#### **2.7.2 Late Payment Fees**

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid fifteen (15) days following the date printed on the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

#### **2.7.3 Return Check Charge**

A return check charge of \$25.00 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 Commission regulations.

### **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 that the Company may apply against overdue charges. The amount of the security deposit required will be equal to not more than two (2) month's estimated usage as computed by the Company and will in all respects be consistent with Commission regulations. 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**

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.



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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.10 Taxes and Fees**

- 2.10.1** All 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. 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.
- 2.10.2** 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.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.11 Terminal Equipment**

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 Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use 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.

### **2.12 Interconnection**

- 2.12.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- 2.12.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.
- 2.12.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.13 Inspection, Testing and Adjustment**

- 2.13.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.13.2** 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 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.14 Cancellation by the Customer**

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

### **2.15 Refusal or Discontinuance by the Company**

Service will be provided until canceled by the Customer, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- 2.15.1** For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.15.2** For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission.
- 2.15.3** 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.
- 2.15.4** For failure of the Customer to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.15 Refusal or Discontinuance by the Company, (Cont'd.)**

- 2.15.5** Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- 2.15.6** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.15.7** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.15.8** For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases.
- 2.15.9** Without notice in the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company 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.
- 2.15.10** For Customer's breach of contract for service between the Company and the Customer.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.16 Restoration of Service**

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

### **2.17 Toll Free Services**

**2.17.1** The Company will make every effort to reserve toll free (i.e., A800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.

**2.17.2** The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.

**2.17.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.

**2.17.4** If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

### **2.18 Other Rules**

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

**DSI-ITI, LLC**  
2609 Cameron Street  
Mobile, Alabama 36607  
Issued by: Tariff Administrator

Tennessee Rate Sheet No. 1  
Original Page 21

Issued: April 16, 2010

Effective: May 16, 2010

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### **SECTION 3.0 - SERVICE DESCRIPTIONS AND RATES**

#### **3.1 General**

DSI provides operator assisted services originating from correctional facilities for communications originating and terminating within the State of Tennessee. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, and/or call duration. Customers are billed based on their use of DSI's services and network.

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### **SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

#### **3.2 Timing of Calls**

Billing for calls placed over the DSI network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1** 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.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** The initial and additional billing increments are stated in the description of each service.
- 3.2.4** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, DSI will reasonably issue credit for the call.



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### SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

#### 3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

**Step 1** -Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

**Step 2** -Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.

**Step 3** -Square the differences obtained in Step 2.

**Step 4** -Add the squares of the "V" difference and "H" difference obtained in Step 3.

**Step 5** -Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

**Step 6** -Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

**Formula:**

$$\sqrt{\frac{(V_1 V_2)^2 + (H_1 H_2)^2}{10}}$$

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### SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

#### 3.4 Rate Periods

The following time-of-day and day-of-week rate periods are applicable to all calls.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM	EVENING RATE PERIOD						EVE
11:00PM* TO 8:00 AM	NIGHT/WEEKEND RATE PERIOD						

\* to, but not including.

#### 3.5 Holiday Discounts

The Company does not provide for Holiday Discounts.

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### SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

#### 3.6 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 Company services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company service, applies for the use of the instrument used to access the Company service and is unrelated to the Company 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 A#0 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:	\$0.50
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### **SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

#### **3.7 Institutional Operator Assisted Calling**

Institutional operator assisted service allows inmates of correctional facilities 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/
- 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.
- 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 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.7 Institutional Operator Assisted Calling, (Cont'd.)**

**3.7.1 Local Rates and Charges**

- A.** A usage charge of \$0.50 applies to each local call placed by the End User.
- B.** A per call charge applies in addition to usage for each local collect-only operator assisted call.

Per call Charge:	\$0.50
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### SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

#### 3.7 Institutional Operator Assisted Calling, (Cont'd.)

##### 3.7.2 IntraLATA / InterLATA 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. IntraLATA

##### .1 Usage Rates

Miles	Day (Full Rate)		Evening (At 30% Disc.)		Night/Weekend (At 53% Disc.)	
	Initial 1 Minute	Add'l. Minute	Initial 1 Minute	Add'l. Minute	Initial 1 Minute	Add'l. Minute
1-10	\$0.1000	\$0.1000	\$0.0700	\$0.0700	\$0.0470	\$0.0470
11-16	\$0.1000	\$0.1000	\$0.0700	\$0.0700	\$0.0470	\$0.0470
17-22	\$0.1500	\$0.1500	\$0.1050	\$0.1050	\$0.0705	\$0.0705
23-30	\$0.1500	\$0.1500	\$0.1050	\$0.1050	\$0.0705	\$0.0705
31-40	\$0.1900	\$0.1900	\$0.1330	\$0.1330	\$0.0893	\$0.0893
41-55	\$0.1900	\$0.1900	\$0.1330	\$0.1330	\$0.0893	\$0.0893
56-70	\$0.2100	\$0.2100	\$0.1470	\$0.1470	\$0.0987	\$0.0987
71-85	\$0.2100	\$0.2100	\$0.1470	\$0.1470	\$0.0987	\$0.0987
86-100	\$0.2100	\$0.2100	\$0.1470	\$0.1470	\$0.0987	\$0.0987
101-Over	\$0.2100	\$0.2100	\$0.1470	\$0.1470	\$0.0987	\$0.0987

##### .2 Per Call Service Charges:

Station-to-Station Collect: \$0.50

Person-to-Person Collect: \$4.90

**DSI-ITI, LLC**  
2609 Cameron Street  
Mobile, Alabama 36607  
Issued by: Tariff Administrator

Tennessee Rate Sheet No. 1  
Original Page 29

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**SECTION 3.0 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.7 Institutional Operator Assisted Calling, (Cont'd.)**

**3.7.2 IntraLATA / InterLATA Rates and Charges, (Cont'd.)**

**B. InterLATA**

**.1 Usage Rates**

Rate Per Minute: \$0.99

**.2 Per Call Service Charges**

Station-to-Station Collect: \$6.50

Person-to-Person Collect: \$11.50

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## **SECTION 4.0 - PROMOTIONS**

### **4.1 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

### **4.2 Promotions - General**

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.



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## **SECTION 5.0 - CONTRACT SERVICES**

### **5.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, 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. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.