

DSI-ITI, LLC

**MAINE
TELECOMMUNICATIONS SERVICES
PRICE LIST**

Effective: June 1, 2010

Issued by:

Tariff Administrator
DSI-ITI, LLC
2609 Cameron Street
Mobile, Alabama 36607

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NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

The State of Maine Public Utilities Commission (MPUC) requires that each telephone utility's Terms and Conditions comply with and not conflict with requirements of Maine Statutes (primarily in Title 35-A) and MPUC rules. Any provision in these Terms and Conditions or rate schedules that conflicts with a Maine statute or MPUC rule is inapplicable and will not be enforceable. The following rules apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Chapter 204 - Basic-Service Calling Areas

Chapter 230 - Installation, Maintenance and Ownership of Customer Premises Wire

Chapter 250 - Coin-operated Telephone Service

Chapter 280 - Provision of Competitive Telecommunications Services

Chapter 294 - Lifeline and Link Up Service Programs

Chapter 296 - Selection of Primary Interexchange and Local Exchange Carriers

Chapter 870 - Late Payment Charges, Interest Rates to Be Paid on Customer Deposits, and Charges for Returned Check Fees

Chapters 81 and 86 concerning application for service, billing, payment, deposit, disconnection, dispute resolution, and other credit and collection procedures.

In the future, new Chapters 290 (for local exchange carriers that are eligible telecommunications carriers), 291 (for local exchange carriers that are non-eligible telecommunications carriers) and 292 (for interexchange carriers) will govern standards for telecommunications billing, credit and collection, and customer information.

These chapters will replace Chapters 81 and 86 for telecommunications carriers. When these chapters are adopted, if there are any conflict between these Terms and Conditions and Chapters 290, 291 and 292, those chapters will control.

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NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES (CONT'D.)

In addition, the following provisions (the first two of which are required by statute) are part of this utility's Terms and Conditions:

1. Discount for Hearing-Impaired Customers.

Upon customer request, the Company will Automatically apply a 70% reduction for intrastate toll calls made from line used by certified deaf, hard-of-hearing or speech-impaired persons who must rely on teletypewriters for residential telephone communications, and others as provided in 35-A M.R.S.A. §7302. To qualify for an automatic reduction, the customer must submit an affidavit to the Company on a form approved by the Maine Department of Human Services, stating that due to one of the aforementioned conditions, the customer or a member of the household must rely on a teletypewriter for telephone communications, and that the equipment is connected or acoustically coupled to his telephone. Upon request, customers making calls to certified persons are eligible for a 70% rate reduction for relevant billed calls made during each billing period.

2. Any provisions in these Terms and Conditions that limit liability or damages do not apply to the extent they conflict with 11 M.R.S.A. §2-316(5) of the Maine Revised Statutes, Exclusion or Modification of Warranties.

This utility agrees that it is responsible for complying with all applicable rules of the Maine Public Utilities Commission and with the Maine Revised Statutes. It understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule of the Maine Public Utilities Commission, or the Maine Revised Statutes, the rule or statute will govern; and the utility may be subject to action by the Consumer Assistance Division of the Maine Public Utilities Commission or an investigation by the Commission pursuant to 35-A M.R.S.A. §1303.

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SECTION 1 – DEFINITIONS

Ancillary Service Charge – Any charge Consumers may be assessed for the use of Inmate Calling services that are not included in the per-minute charges assessed for individual calls. (N)
(N)

Carrier, Company or Utility - refers to DSI-ITI, LLC

Completed Call - A call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

Customer - Any person who has applied for, been accepted, and is either receiving utility service or has agreed to be billed for utility service. This term also includes a person who was a customer of the same utility within the past 30 days and who requests service at the same or different location.

Jail – A facility of a local, state or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) post-conviction and committed to confinement for sentences of one year or less; (3) post conviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately-owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement. (N)
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(N)

Residential Customer - Customer who has telephone service at a dwelling and the service is used primarily for domestic or social purposes. All other customers are non-residential customers.

Prison – A facility operated by a territorial, state or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences longer than one year. (N)
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(N)

Service - Any telecommunications service(s) provided by the carrier under these schedules.

Station - A telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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12021 Sunset Hills Road, Suite 100
Reston, VA 20190

SECTION 2 – TERMS AND CONDITIONS

2.1 General Description of Services Offered

2.1.1 These Terms and Conditions and Rate Schedules govern DSI's services originating and terminating at points within Maine. Specific services and rates are described in the Rates Schedules.

2.1.2 DSI does not offer local exchange service. The Company's intrastate service territory for all other service (i.e. intrastate toll service) is statewide. DSI's services are available twenty-four (24) hours per day, seven (7) days per week.

2.1.3 DSI's services are available for both residential and non-residential customers.

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)

2.2 Calculation of Rates

2.2.1 The Company does not rate calls based on mileage/distance.

2.2.2 The chargeable time of a call is times and measured by the underlying carrier. Timing of calls begins when the call is answered at the called station. Different rates may apply depending on the time of day or day of week the call is made. Calls originating in one-time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**2.3 Credit, Collection and Dispute Resolution Procedures**

- 2.3.1** Residential Customers: Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for residential customers are governed by Chapters 81 and 870 of the Maine Public Utilities Commission's Rules.
- 2.3.2** Nonresidential Customers: Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for nonresidential customers are governed by Chapters 86 and 870 of the Maine Public Utilities Commission's Rules.
- 2.3.3** The Company does not charge a fee to establish service.
- 2.3.4** For billing purposes, service is established on the date the customer's local exchange carrier switches the customer's service to the reselling Company's network.
- 2.3.5** The Company bills charges monthly in arrears. For billing purposes, a month consists of thirty (30) days.
- 2.3.6** The Company does not charge a fee to restore service that was disconnected for non-payment of bills, violation of the Terms and Conditions, or fraudulent use of the Company's services.
- 2.3.7** All state and local taxes (i.e., sales tax) are listed as separate line items and are not included in the rates quoted in the Rate Schedules.
- 2.3.8** As provided in Chapter 870 of the Maine Public Utilities Commission's Rules, the Company charges \$5.00 per account to which the check is applied or the amount of the bank charges the company, not to exceed \$15.00 for each check returned for nonpayment by a bank. If the company charges more than \$5.00, the Company shall furnish the Customer with proof of the bank charge.

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)

2.3 Credit, Collection and Dispute Resolution Procedures (Cont'd.)

2.3.9 All customer bills are due and payable when presented. The bill becomes past due no less than 30 days after postmarked. Once a bill is past due, the carrier may proceed with collection activities per Chapter 291 or 292, and a late payment shall be charged on the undisputed past due amount, calculated at the maximum monthly rate specified in Chapter 870 as updated in November of each year by the Commission’s Director of Finance.

2.3.10 Customer complaints are handled by a full service customer service department. Customers may call 1-877-650-4249 twenty-four (24) hours per day, seven (7) days per week, or submit a written complaint to:

DSI-ITI, LLC
12021 Sunset Hills Road, Suite 100
Reston, VA 20190
Phone: (703) 955-3915
Fax: (703) 435-0980

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If the customer is not satisfied with the Company response, the Customer may contact the Consumer Assistance Division, Maine Public Utilities Commission, 18 State House Station, 242 State Street, Augusta ME 04333-0018. Telephone: 800-452-4699 or 207-287-3831. Facsimile: 207-287-1039

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SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**2.4 Interruption of Service/Liability**

- 2.4.1** The Company will attempt to provide continuous and uninterrupted service. When the Company schedules a service interruption for maintenance or repairs, the Company will notify customers of the cause and expected duration of the interruption at least twenty-four (24) hours in advance, when possible.
- 2.4.2** The Company's liability for damages arising out of mistakes, interruptions, omission, delays, errors, or defects in the transmission occurring in furnishing service or in Company facilities, and not caused by the negligence of its employees or agents, will not exceed the amount that the Company would have charged the customer for service for the period the aforementioned faults occur.
- 2.4.3** Upon customer request, the Company will credit a customer's account for service interruptions which are not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. Before requesting a credit, the customer will take reasonable steps to verify that the trouble could not have been prevented by the customer and is not in the customer's wiring or equipment. For purposed of computing a credit for leased facilities, a month consists of 720 hours. The Company will credit the customer's account at the rate of 1/720th of the monthly charge for the facilities affected for each full hour of the interruption.
- 2.4.4** The Company is protected against customer claims for libel, slander, or copyright infringement arising from the material, data, information, or other content transmitted using Company services. The Company is protected against all other claims arising from any act or omission of the customer while using Company services.

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SECTION 3 - SERVICES AND RATES**3.1 General**

DSI provides operator assisted services originating from correctional facilities for communications originating and terminating within the State of Maine. 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 - SERVICES 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 price list:

- 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, the Company will reasonably issue credit for the call.

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SECTION 3 - SERVICES AND RATES (CONT'D.)

3.3 Miscellaneous Rates and Charges

[This Section Reserved for Future Use]

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SECTION 3 - SERVICES AND RATES (CONT'D.)

3.3 Miscellaneous Rates and Charges, (Cont'd.)

[This Section Reserved for Future Use]

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SECTION 3 - SERVICES AND RATES (CONT'D.)**3.4 Institutional Operator Assisted Calling****3.4.1 Description**

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

A number of special blocking and screening capabilities are available with institutional operator services provided by DSI. 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.

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SECTION 3 - SERVICES AND RATES (CONT'D.)**3.4 Institutional Operator Assisted Calling (Cont'd.)****3.4.1 Description (Cont'd.)**

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

- a. Calls to "900", "976" or other pay-per-call services are blocked by DSI.
- b. At the request of the Institution, DSI 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, DSI may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- d. At the request of the Institution, DSI may block Inmate access to specific telephone numbers.
- e. Availability of DSI'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 DSI'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, DSI 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 - SERVICES AND RATES (CONT'D.)

3.4 Institutional Operator Assisted Calling (Cont'd.)

3.4.2 Usage Rates and Charges

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

A. Usage Rates:

All Mileage Bands
All Times of Day

Per Minute Rate: \$0.27 (C)

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SECTION 3 - SERVICES AND RATES (CONT'D.)
3.5 Ancillary Service Charges

3.5.1 Automated Payment Fees (where available) – Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

Automated payment fees \$3.00

3.5.2 Live Agent Fee – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee \$5.95

3.5.3 Paper Bill/Statement Fees – Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fees \$2.00

(N)

(N)

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