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April 9, 2010

### U.S. EXPRESS MAIL

Kentucky Public Service Commission ATTN: Executive Director P.O. Box 615 211 Sower Boulevard Frankfort, Kentucky 40602-0615

Re:

Logical Telecom, L.P. d/b/a LN Prepaid; File No. TFS2007-00307

Cancellation of Authorization and Withdrawal of Tariff

Dear Sir or Madam:

Please accept for filing this original and four (4) copies of Logical Telecom, L.P. d/b/a LN Prepaid's ("Logical Telecom's" or "Company's") request to voluntarily withdraw its Certificate of Public Convenience and Necessity ("CPCN") and cancel its tariff in the state of Kentucky.

Logical Telecom received a CPCN from the state of Kentucky in 2007 (File No. TFS2007-00307). The Company is a provider of prepaid calling card services, but is no longer offering or providing any intrastate telecommunications services in the state of Kentucky. Logical Telecom ceased producing and distributing any prepaid calling cards offering intrastate calling capabilities as of January 2009 (i.e., over fifteen months ago).

Since Logical Telecom is no longer providing any intrastate telecommunications services to any customers in the state of Kentucky and does not intend to provide such services in the future, the Company respectfully requests to voluntarily withdraw its CPCN and cancel its applicable tariff. Should Logical Telecom wish to provide intrastate telecommunications in the future, it will re-apply to the Kentucky Public Service Commission for a CPCN at that time.

5/13/2010

The Company continued to provide and allow intrastate calling capabilities for its prepaid calling cards issued IFF BRANCH prior to January 2009 that were still in the market. However, all such products are now either (a) completely depleted (since the Company does not allow its products to be recharged), or (b) no longer in the ninket. Consequently, the Company is no longer offering or providing intrastate calling capabilities, and no longer has any customers receiving intrastate service.

Kentucky Public Service Commission April 9, 2010 Page 2 of 2

Please acknowledge receipt of this filing by date-stamping and returning the extra copy of this letter in the self addressed, stamped envelope provided for this purpose. Should you require further information, please contact the undersigned.

Sincerely,

Cheng-yi Liu,

Counsel for Logical Telecom, L.P.

d/b/a LN Prepaid

Enclosures

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5/13/2010

Kentucky Telecommunications Tariff

Of

### Logical Telecom, LP d/b/a LN Prepaid

1920 S. Main Street, Suite 271 McAllen, TX 78503

### RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This tariff contains the description, regulations, and rates applicable to the furnishing of service of Long Distance Interexchange telecommunications services provided by Logical Telecom, LP ("Logical Telecom") within the Commonwealth of Kentucky. This tariff is on file with the Kentucky Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal offices: 1920 S. Main Street, Suite 271, McAllen, TX 78503.

Logical Telecom is a provider of interexchange telecommunications services on a 24-hour basis. Service is provided for the direct transmission and reception of voice and data communications between points within the Commonwealth of Kentucky as an adjunct to Logical Telecoms's international service.

ISSUED: April 25, 2007

By:

Raul Cardenas – President 1920 S. Main Street Suite 271 McAllen, TX 78503 (214) 764-9393 TARIFF BRANCH
EFFECTIVE: MP25-2007EIVED

4/23/2007

Kentucky P.S.C. Tariff No. 1 First Revised Sheet No. 1 Canceling Original Sheet No. 1

# **Interexchange Tariff**

### **CHECK SHEET**

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION
Title	Original
1	1st*
2	Original
3	Original
2 3 4 5 6 7	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	1st*
22	1st*
23	1st*
24	Original
25	Original

<sup>\*</sup>Indicates sheets included with this filing.

ISSUED: October 22, 2007

Raul Cardenas – President 1920 S. Main Street Suite 271 McAllen, TX 78503 (214) 764-9393 EFFECTIVE: OC PRESCRIVED

10/22/2007

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By:

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4/23/2007

**CONCURRING CARRIERS** 

None

**CONNECTING CARRIERS** 

None

OTHER PARTICIPATING CARRIERS

None

### **EXPLNATION OF 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 Bill
- T- Change in Text or Regulation but No Change to Rate or Charge

ISSUED: April 25, 2007

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4/23/2007

#### TARIFF FORMAT SHEETS

- 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 Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the 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.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).l. 2.1.1.A.1.(a).l.(i). 2.1.1.A.1.(a).l.(i).

D. Check Sheets – When a tariff filing is made with the Commission, 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 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 sheet is the most current on file with the Commission.

ISSUED: April 25, 2007

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

### 1.0 <u>Definitions</u>

**Access Line** – An arrangement, which connects the Customer's location to the Company's network switching center.

**Authorization Code** – A numerical code, one or more of which are available to a Customer to enable him/her to access their carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

**Casual Calling** – Access to Company's network and the subsequent use of Service by an End User Customer through the dialing of a carrier access code in the format IOIXXX, where the four (4) digits represented by the "X" are the unique Carrier Identification Code (CIC) assigned to Company.

Commission - The Kentucky Public Service Commission (see KY PSC).

Company or Carrier - Logical Telecom, LP d/b/a LN Prepaid ("Logical Telecom").

**Connecting Carrier** – A telecommunications company, which may be either an interexchange or a local exchange carrier that supplies the Company with facilities to originate or terminate the Company's long distance services.

**Customer** – The person, firm, or corporation or other entity, which orders service and is responsible by law for payment for communication service from the telephone utility.

Day - From 8:00 AM up to, but not including, 5:00 PM local time, Monday through Friday.

**Demarcation Point (DEMARC)** – That point at which operational control or ownership of communications facilities changes from one organizational entity to another.

End User – The ultimate user of telecommunications service.

**Holidays** – The Company's recognized holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

ISSUED: April 25, 2007

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (continued)

### 1.0 **Definitions** (continued)

**Individual Case Basis (ICB)** - Situations where nonstandard arrangements are required to satisfy specialized needs. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they shall be offered pursuant to such terms and conditions when set forth in writing and subscribed to by authorized representatives of Customer and Company.

**KY PSC** – Public Service Commission (also see Commission).

**Local Access** – The linkage used to join two or more communications units, such as systems, networks, links, nodes, equipment, circuits, and devices.

**Night/Weekend** – From 11:00 PM, up to, but not including, 8:00 AM Monday through Friday, and 8:00 AM Saturday, up to, but not including, 8:00 AM Monday.

**Off-hook** – the condition that exists when an operational telephone instrument or other user instrument is in use.

**On-hook** – the condition that exists when a operational telephone, or other user instrument, is not in use.

**Prepaid Calling Card** – A card issued by the Company containing an Authorization Code that enables the charges for calls made to be properly billed on a pre-arranged basis.

**Reseller** – A Customer who purchases Service from the Company through a Service Agreement and resells service to its End Users or other licensed Carriers. End Users of a Reseller are not Customers of the Company. A Reseller must be authorized to operate in Kentucky before it can resell Services to its End Users.

**Telecommunications** – The transmission of voice communications, or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

**Underlying Carrier** – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

**VoIP (Voice over IP)** – A term used in IP telephony for a set of facilities for managing the delivery of voice information using Internet Protocol (IP).

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EFFECTIVE: May 25

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# SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (continued)

### 1.1 Abbreviations:

**CCLC** - Carrier Common Line Charge

CCS - hundred call-seconds

**COCOT** - Coin Operated Customer Owned Telephone

**CPE** - Customer Provided Equipment

**DEMARC** - Point of Demarcation

ICB - Individual Case Basis

LATA - Local Access Transport Area

LEC - Local Exchange Company

MTS - Message Toll Service

PBX - private Branch Exchange

POP - Point of Presence

**RESBORG** - Responsible Organization

SAL - Special Access Line

TDD -Telecommunications Device for the Deaf

VoIP -Voice over Internet Protocol

ISSUED: April 25, 2007

By:

Raul Cardenas – President 1920 S. Main Street Suite 271 McAllen, TX 78503 (214) 764-9393



4/23/2007

#### **SECTION 2 - RULES AND REGULATIONS**

### 2.0 Undertaking of the Company

- 2.0.1 The Company's services and/or facilities are furnished for communications originating at specified points within the Commonwealth of Kentucky under the terms of this tariff.
- 2.0.2 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It 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 Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.0.3 The Company's primary business is the furnishing of Intrastate, Interstate, and International long distance services to its Customers or to licensed telecommunications reseller companies, licensed common carriers, and local exchange companies. Also, End Users may access the Company's services by utilizing casual calling. The Company is not a COCOT and has no plans at this time to actually provide coin telephones, nor to offer such services other than the sale of its (the Company's) long distance services to licensed providers within the Commonwealth of Kentucky.
- 2.0.4 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four (24) hours per day, seven (7) days per week.

### 2.1 Use of Facilities and Service

- 2.1.1 Service may be used for any lawful purpose by the Customer or any End User.
- 2.1.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number process, or code. All right, title and interest to such items remains, solely and at all times, with the Company.
- 2.1.3 Any service provided under the tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use the service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of service.
  - 2.1.3.A Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
  - 2.1.3.B Customers reselling or rebilling services must have a Certificate to provide telecommunications service with the Kentucky Public Service Commission.

ISSUED: April 25, 2007

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### SECTION 2 - RULES AND REGULATIONS (continued)

### 2.2 Limitations

- 2.2.1 The Included tariff language does not constitute a determination by the Commission ("KY PSC") that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.
- 2.2.2 Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provision of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.2.3 The Company reserves the right to discontinue furnishing service, or limit the use of service, upon written notice (in instances where the Customer's address is known), when necessitated by conditions beyond its control, or when the Customer is using service in violation of the law or the provisions of this tariff.
- 2.2.4 The Company shall be indemnified and held harmless by the Customer against:
  - 2.2.4.A Claims for libel, slander, or infringement of copyright arising out of the material, data, information or other content transmitted over the Company's facilities.
  - 2.2.4.B All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.
- 2.2.5 The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

#### 2.3 Use and Ownership of Equipment

The Company's equipment, apparatus, channels, and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premise, or the Customer's premise, including loss or damage caused by agents, employees, or independent contractors of the Customer through any negligence.

#### 2.4 Minimum Period of Service

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is disconnected prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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Raul Cardenas – President 1920 S. Main Street Suite 271 McAllen, TX 78503 (214) 764-9393

#### SECTION 2 - RULES AND REGULATIONS (continued)

### 2.5 Payment for Service Rendered

- Except in the case of Prepaid Calling Card Services, service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the account is assigned to an outside collection agency.
- 2.5.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users, or Customers. All charges due by the Customer are payable to the Company or the Company's authorized billing agent. Any objection to billed charges must be reported promptly to the Company. All undisputed charges must be paid as per terms on the bill.
- 2.5.3 Application of Late Payment Charge
  - 2.5.3.A Late payment charges do not apply to final accounts
  - 2.5.3.B Late payment charges do not apply to governmental agencies of the Commonwealth of Kentucky. These agencies are required to make payment in accordance with Kentucky Law governing financial responsibility of the State, its agencies, commissions, departments, etc.

### 2.6 Deposits

The Company reserves the right to examine the credit record of all Customers and may require a deposit when determined to be necessary to assure future payment.

### 2.7 Advance Payments

The Company does not require advanced payments

ISSUED: April 25, 2007

By:

Raul Cardenas -- President 1920 S. Main Street Suite 271 McAllen, TX 78503 (214) 764-9393



EFFECTIVE: May 25, 2007

5/21/2007

#### SECTION 2 - RULES AND REGULATIONS (continued)

#### 2.8 Applicable Taxes and Surcharges

- 2.8.1 In addition to the charges specifically pertaining to the Company's services, the Customer is responsible for payment of sales, use and excise taxes, surcharges, fees and duties, where applicable and imposed by any federal, state or local jurisdiction. In addition, the Customer is responsible for payment of all surcharges, fees and access charges set by the Company, which are not taxes and not required by law. These charges are subject to change at the Company's discretion. Such charges include, but are not limited to, the Universal Service Fund Surcharge and the Payphone Surcharge. Certain surcharges are subject to change from time to time as ordered by regulatory authorities.
- 2.8.2 The Company's services are subject to all applicable taxes and surcharges imposed on the provision of telecommunications services. Taxes and surcharges are not included in the rates and charges listed and will be debited from the Customer's account to the extent applicable law permits.
- 2.8 3 The Customer will be responsible for payment of any and all charges imposed on the Company by any entity other than the Company in connection with the Company's provision of telecommunications services
- 2.8.4 A surcharge per call may be added for every call that is connected
- 2.8.5 A weekly maintenance surcharge applies to some cards that have been used at least once

### 2.9 Inspection, Testing, and Adjustment

- 2.9.1 The Company may upon reasonable request and/or notice make such test and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation, and maintenance of 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.
- 2.9.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer, the Customer's Customers or the Customer's End Users, at any reasonable hour for the purpose of inspecting, repairing, testing, or removing any part of the Company's equipment or facility(ies)
- 2.9 3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such test and adjustments as may be necessary to maintain the Company's scheduled maintenance program to ensure Company equipment and/or furnished facilities are kept up in a condition satisfactory to the Company. No interruption allowance will be made for the time during which test and adjustments are made, unless such interruptions exceed twenty-four hours in length and are requested by the Customer.

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By:

Raul Cardenas – President 1920 S. Main Street Suite 271 McAllen, TX 78503 (214) 764-9393



# SECTION 2 - RULES AND REGULATIONS (continued)

### 2.10 Interruption of Service

- 2.10.1 It shall be the Customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or equipment furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- 2.10.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.
- 2.10.3 The Customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

Credit =  $A/B \times C$ 

"A" - outage time in hours

"B" - 720 hours in month

"C" - total monthly charge for affected facility

ISSUED: April 25, 2007

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### SECTION 2 - RULES AND REGULATIONS (continued)

### 2.11 Suspension or Termination of Service

- After providing written notice to the Customer (in instances where the Customer's address is known), with ten working days to respond to said notice (excluding weekends and holidays). the Company may suspend or terminate service and/or cancel an application for service, and sever the connection(s) from the Customer's premises without incurring any liability for any of the following reasons:
  - Non-payment of any sum, which is not in written dispute, due to the Company for any bill rendered more than thirty days beyond the date of rendition of the bill for such service.
  - 2.11.1.B A violation of any regulation governing the service under this tariff.
  - 2.11.1.C A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
  - 2.11,1.D In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company
  - The Company has given the Customer notice and has allowed a reasonable time to comply with any rule, remedy, or deficiency
- The Company shall have the right to take immediate action, including termination of the 2.11.2 service and severing of the connection, without notice to the Customer when in the judgment of the Company there is a probability of injury or damage to Company or telephone personnel, plant, property, or service which is occurring, or is likely to occur.
- Abandonment or Unauthorized Use of Facilities 2 11 3

If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.

**Emergency Termination Service** 2.11.4

> The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

Government, Court, or Commission Order

The Company will immediately terminate the service of any Customer by order of any governmental agency either federal or state having the authority, at the order of a court, or upon being ordered by the Commission.

ISSUED: April 25, 2007

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4/23/2007

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# SECTION 2 - RULES AND REGULATIONS (continued)

### 2.11 Suspension or Termination of Service (continued)

#### 2.11.6 Cancellation Credit

When the Company cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

### 2.11.7 Disputes

Any unresolved disputes and/or claims may be directed to

Kentucky Public Service Commission Consumer Services Division 221 Sower Blvd. Frankfort, KY 40601 Telephone: (502) 564-3940 or (800) 772-4636

ISSUED: April 25, 2007

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EFFECTIVE: MR252067EIVED

4/23/2007

### **SECTION 3 - DESCRIPTION OF SERVICE**

#### 3.0 Timing of Calls

The Customer's charges for Carrier service are based upon the total number of minutes the Customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party disconnects.

There are no charges incurred if a call is not completed.

#### 3.1 Start of Billing Charges

For billing purposes, the start of service is the day following acceptance by the Customer of Company's service or equipment. The end of service date is the last day for which service was provided by the Company or the last day of any required notification period, whichever is later.

#### 3.2 Interconnection

- 3.2.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications resellers or common carriers and with private systems, subject to the technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking as described in Section 2.1 of this tariff. Any special interface equipment of the Company and other participating underlying carriers or common carriers shall be provided at the Customer's expense.
- 3.2.2 Interconnection with the facilities or services of underlying carriers shall be under the applicable terms and conditions of the underlying carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting his End User by providing terminal equipment or communications systems for establishing interconnection with the Company. The Customer shall secure all right-of- ways, and other arrangements necessary for interconnection.

#### 3.3 Terminal Equipment

The Company's service may be used with or terminated in CPE terminal equipment or communication systems, such as PBX's, Key Systems, teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing Customer, except as otherwise agreed in advance and in writing. The Customer is responsible for all cost at their premises, including personnel, wiring, electrical power, and the like incurred in the use of the Company's service. When such CPE terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunication industry.

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4/23/2007

# SECTION 3 – DESCRIPTION OF SERVICE (continued)

### 3.4 Minimum Call Completion Rate

The Customer can expect a call completion rate of 99% for Intrastate and Interstate domestic U.S. calls attempted during peak use periods for all Feature Group D "1+" services.

### 3.5 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network), including that associated with a Customer's service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

ISSUED: April 25, 2007

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# SECTION 3 - DESCRIPTION OF SERVICE (continued)

### 3.6 Usage Charges and Billing Increments

#### 3.6.1 Usage Charges

Unless flat rated, usage-charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the Customer's location.

### 3.6.2 Billing Increments

- 3.6.2.A Calls within the are billed in an initial one (1) minute increment and in one (1) minute increments thereafter.
- 3.6.2.B Partial usage will be rounded up to the next highest increment.

#### 3.6.3 Rounding

All calls are rounded to the next highest billing interval. Total charge for a fraction of a cent will be rounded to the next highest whole cent.

### 3.6.4 Volume Based Plan Enrollment

Placement into various plans is dependent upon prior actual monthly usage or estimated monthly usage. Upon request, Customer may change from initial plan to a higher usage, lower rate plan.

ISSUED: April 25, 2007

Raul Cardenas – President 1920 S. Main Street Suite 271 McAllen, TX 78503 (214) 764-9393 TARIFF BRANCH

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# SECTION 3 - DESCRIPTION OF SERVICE (continued)

#### 3.7 Logical Telecom Prepaid Calling Card Service

- 3.7.1 The Company produces and arranges for distribution and sale of Prepaid Calling Cards under the name "LN Prepaid."
- 3.7.2 End Users may purchase the Company's Prepaid Calling Cards at a variety of retail outlets or through other distribution channels.
- 3.7.3 Prepaid Calling Card Services will be available with card face values of one dollar (\$1.00), two dollars (\$2.00), three dollars (\$3.00), five dollars (\$5.00), eight dollars (\$8.00), and ten dollars (\$10.00).
- 3.7.4 The Prepaid Calling Card usage procedure consists of:
  - 3.7.4.A The End User dials either a local number or a toll-free number, as applicable to the End User's locality, whichever is printed on the card.
  - 3.7.4.B Upon connection to the Company's switch, the End User is prompted by an automated voice response system to enter the Authorization Code specific to the End User's card.
  - 3.7.4.C Following verification by the Company's switch, the End User is prompted to enter the called-to-number and/or terminating number.
  - 3.7.4.D Company answer supervision equipment verifies called-to-number has gone "off-hook" when the called-to-number is answered, and the Company's calling card billing platform begins metering the completed call for duration.
  - 3.7.4.E Upon call completion, when the Company's answer supervision indicates to the billing platform the called-to-number has gone "on-hook" and/or "hangs up", and the total consumed time for the call (including any rounding) is deducted from the remaining balance on the End User's Prepaid Calling Card.

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### SECTION 3 - DESCRIPTION OF SERVICE (continued)

- 3.7 Logical Telecom Prepaid Calling Card Service (continued)
  - 3.7.5 All calls must be charged against a Prepaid Calling Card that has a sufficient balance.
    - 3.7.5.A An End User's call will be interrupted by a mechanical automated voice announcement when the balance is about to be depleted.
    - 3.7.5.B In order to continue the call, the End User must enter a valid account number on a separate Prepaid Calling Card.
    - 3.7.5.C The Company will terminate calls in progress if the balance of the Prepaid Calling Cards is insufficient to continue the call and the End User fails to enter the number of another valid, Company issued Prepaid Calling Card.
  - 3.7.6 A Company issued Prepaid Calling Card will expire twelve (12) months from the date of activation. The Company will not refund unused balances.
  - 3.7.7 Prepaid Calling Card Credit Allowance:
    - 3.7.7.A A credit allowance is applicable for, but not limited to, calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call.
    - 3.7.7.B To receive a credit allowance, the End User must notify the Company by using the designated toll-free number printed on the Prepaid Calling Card and report the trouble experienced (e.g., cut-off, noisy circuit, no response, etc.) and the approximate time that the call was placed.
    - 3.7.7.C When a call charged to a Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the End User will receive a credit equivalent to the call duration.
  - 3.7.8 Credit for failure of service shall also be allowed for failure of power, equipment, or systems that are provided for and are the responsibility of the Company, if such failures occur while a completed call is in progress.
  - 3.7.9 Credit allowance will not be given for interruptions that are due to the failure of power, equipment or systems not provided by the Company.

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### SECTION 3 - DESCRIPTION OF SERVICE (continued)

- 3.7 Logical Telecom Prepaid Calling Card Service (continued)
  - 3.7.10 Credit allowances will not exceed the issued card face value as shown in 3.7.3 above.
  - 3.7.11 Calls made from local access numbers are billed at 95% of the standard per minute rate.
  - 3.7.12 Network service provider is not responsible for local or toll charges a Customer may incur in calling to a local access number.

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# Interexchange Tariff

### **SECTION 4 - RATES**

# 4.0 Prepaid Calling Cards

Prepaid Calling Card #1 Rates per minute: Maintenance Surcharge: Per Call Surcharge: Payphone Surcharge:	\$0.05 \$0.99 \$0.99 \$0.79	(R)
Prepaid Calling Card #2 Rate per minute: Maintenance Surcharge: Per Call Surcharge: Payphone Surcharge:	\$0.05 \$0.50 \$0.95 \$0.79	(R)
Prepaid Calling Card #3 Rate per minute: Maintenance Surcharge: Per Call Surcharge: Payphone Surcharge:	\$0.05 \$0.60 \$0.89 \$0.79	(R)
Prepaid Calling Card #4 Rate per minute: Maintenance Surcharge: Per Call Surcharge: Payphone Surcharge:	\$0.05 \$0.40 \$0.79 \$0.79	(R)
Prepaid Calling Card #5 Rate per minute: Maintenance Surcharge: Per Call Surcharge: Payphone Surcharge:	\$0.05 \$0.99 \$0.65 \$0.79	(R)
Prepaid Calling Card #6 Rate per minute: Maintenance Surcharge: Per Call Surcharge: Payphone Surcharge:	\$0.05 \$0.65 \$0.69 \$0.79	(R)
Prepaid Calling Card #7 Rates per minute: Maintenance Surcharge: Per Call Surcharge: Payphone Surcharge:	\$0.05 \$0.25 \$0.59 \$0.79	(R)

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# Interexchange Tariff

# SECTION 4 - RATES (continued)

# 4.0 Prepaid Calling Cards (continued)

Prepaid Calling Card #8		
Rate per minute:	\$0.05	(R)
Maintenance Surcharge:	\$0.45	( )
Per Call Surcharge:	\$0.75	
Payphone Surcharge:	\$0.79	
Prepaid Calling Card #9		
Rate per minute:	\$0.05	(R)
Maintenance Surcharge:	\$0.70	
Per Call Surcharge:	\$0.99	
Payphone Surcharge:	\$0.79	
Prepaid Calling Card #10		
Rate per minute:	\$0.05	(R)
Maintenance Surcharge:	\$0.99	
Per Call Surcharge:	\$0.89	
Payphone Surcharge:	\$0.79	
Prepaid Calling Card #11		
Rate per minute:	\$0.05	(R)
Maintenance Surcharge:	\$0.60	
Per Call Surcharge:	\$0.49	
Payphone Surcharge:	\$0.79	
Prepaid Calling Card #12		
Rate per minute:	\$0.05	(R)
Maintenance Surcharge:	\$0.35	
Per Call Surcharge:	\$0.39	
Payphone Surcharge:	\$0.79	
Prepaid Calling Card #13		
Rate per minute:	\$0.05	(R)
Maintenance Surcharge:	\$0.65	
Per Call Surcharge:	\$0.99	
Payphone Surcharge:	\$0.79	
Prepaid Calling Card #14		
Rate per minute:	\$0.05	(R)
Maintenance Surcharge:	\$0.40	• •
Per Call Surcharge:	\$0.95	
Payphone Surcharge:	\$0.79	

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### Interexchange Tariff

# SECTION 4 - RATES (continued)

# 4.0 Prepaid Calling Cards (continued)

		•	
Rate Main Per (	paid Calling Card #15 per minute: tenance Surcharge: Call Surcharge: bhone Surcharge:	\$0.05 \$0.75 \$0.89 \$0.79	(R)
Rate Main Per (	paid Calling Card #16 per minute: Itenance Surcharge: Call Surcharge: Ohone Surcharge:	\$0.05 \$0.60 \$0.67 \$0.79	(R)
Rate Main Per (	paid Calling Card #17 per minute: Itenance Surcharge: Call Surcharge: Ohone Surcharge:	\$0.05 \$0.85 \$0.87 \$0.79	(R)
Rate Main Per (	paid Calling Card #18 per minute: stenance Surcharge: Call Surcharge: shone Surcharge:	\$0.05 \$0.79 \$0.93 \$0.79	(R)
Rate Main Per (	paid Calling Card #19 a per minute: atenance Surcharge: Call Surcharge: bhone Surcharge:	\$0.05 \$0.69 \$0.89 \$0.79	(R)
Rate Main Per (	paid Calling Card #20 e per minute: ntenance Surcharge: Call Surcharge:	\$0.05 \$0.59 \$0.79	(R)

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Payphone Surcharge:

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\$0.79

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#### **SECTION 4 – RATES** (continued)

#### 4.1 Miscellaneous Charges

### 4.1.1 Special Promotions

The Company will, from time to time, offer special promotions to its Customers waiving certain charges. These promotions will have specific starting and ending dates, and will be part of this tariff.

### 4.1.2 Directory Assistance

4.1.2.A The Company provides Directory Assistance as an ancillary service exclusively to its Customers. Directory Assistance is accessible by dialing "I", the area code of the desired number and "555-1212".

The following charge is assessed on a per-completed call basis: \$0.99

### 4.1.2.B Limitations

The following types of calls are not permitted for Logical Telecom, LP 1+ Dedicated, and Casual Calling long distance service(s):

- 4.1.2.B.1 Collect.
- 4.1.2.B.2 Billed to third number.
- 4.1.2.B.3 Person-to-person.
- 4.1.2.B.4 Operator assisted
- 4.1.2.B.5 Mobile calls and
- 4.1.2.B.6 Calls to 900, 976, and O+.

### 4.1.3 Late Payment Charges

Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

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SECTION 4 - RATES (continued)

# 4.2 Special Rates For The Handicapped

### 4.2.1. Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

### 4.2.2 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay 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 60 percent off of the otherwise applicable rates for a voice nonrelay call.

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