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Judith A. Riley, J.D.  
February 1, 2010



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**VIA OVERNIGHT DELIVERY**

Public Utilities Commission of Ohio  
Docketing Division  
180 East Broad Street  
Columbus, OH 43215-3793  
(614) 466-4095

90-6401-TP-TRF

RE: Impact Telecom, Inc. (10-021-TP-ACE)  
Amendments and Replacements

Dear Commission:

Enclosed please find one (1) original and seven (7) copies of documents in the above entitled Docket Number. These documents are provided as complete replacements for the items submitted with the original application.

Specifically: List of Exhibits  
Exhibit A-1 Proposed Interexchange Tariff  
Exhibit A-2 Proposed Price Guide  
Exhibit F Applicants Proposed Interactions with other Carriers  
Exhibit G-1 Customer Bill Sample.

Please acknowledge receipt of the Application by file-stamping the duplicate cover letter and returning in the self-addressed and stamped envelope.

Should you have any questions or need additional information, please do not hesitate to contact me at (405) 755-8177 extension 25 or by email at [amckay@telecompliance.net](mailto:amckay@telecompliance.net)

Sincerely,

A handwritten signature in cursive script that reads "Alicia G. McKay".

Alicia G. McKay  
Regulatory Agent

Enclosure(s)

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician Sm Date Processed FEB 02 2010

## **IMPACT TELECOM, INC.**

### **LIST OF EXHIBITS**

#### **EXHIBIT A**

Exhibit A-1  
Exhibit A-2

#### **PROPOSED TARIFF and PRICE LIST**

Proposed IXC Tariff  
Proposed Price Guide

#### **EXHIBIT B**

Exhibit B-1  
Exhibit B-2  
Exhibit B-3  
Exhibit B-4  
Exhibit B-5

#### **DESCRIPTION OF SERVICES**

Service Provisioning  
Description of Proposed Services  
Description of Proposed Market Area  
Public Interest Explanation  
Description of Class of Customers Served

#### **EXHIBIT C**

Exhibit C-1  
Exhibit C-2  
Exhibit C-3

#### **BUSINESS REGISTRATION REQUIREMENTS**

Ohio Department of Taxation Registration  
Ohio Secretary of State Certification  
Ohio Good Standing Certificate

#### **EXHIBIT D**

Exhibit D-1  
Exhibit D-2  
Exhibit D-3

#### **PUBLIC FINANCIAL STATEMENTS**

Summary of Financial Condition  
Financial Statements (Balance Sheets & Profit & Loss)  
Documentation of Funding Source

#### **EXHIBIT E**

Exhibit E-1  
Exhibit E-2  
Exhibit E-3  
Exhibit E-4  
Exhibit E-5  
Exhibit E-6

#### **MANAGERIAL ABILITY & CORPORATE STRUCTURE**

Technical and Managerial Expertise  
Officers and Directors  
Corporate Structure and Ownership  
Operations in Other States  
Verification of GAAP Records Maintenance  
Statement of Affiliates Listing

#### **EXHIBIT F**

#### **Proposed Interaction with Carriers**

#### **EXHIBIT G**

Exhibit G-1  
Exhibit G-2

#### **Customer Bill and Disconnection Notice**

Customer Bill Sample  
Customer Disconnection Sample

**EXHIBIT A-1**

**Proposed Interexchange Tariff**

TITLE SHEET

**IMPACT TELECOM, INC.**

**OHIO TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for intrastate interexchange telecommunications services provided by Impact Telecom, Inc., with principal offices at 9250 E. Costilla Avenue, Ste. 400, Greenwood Village, CO 80112. This tariff applies for services furnished within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours at the Company's principal place of business.

"Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service."

This tariff is on file with the Ohio Public Utilities Commission and may be viewed from 8:00 am to 5:00 pm, Monday through Friday; or at the Company's principal place of business located at 9250 E. Costilla Avenue, Suite 400, Greenwood Village, CO 80112. The Company can also be contacted at (303) 779-5700 or Toll Free at 866-557-8918, and the Company's website offers 24/7 support from its website <http://www.impacttelecom.com/index.php>.

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**Issued Date:**

**Effective:**

**By: Robert Beaty, President  
9250 E. Costilla Ave., Ste. 400  
Greenwood Village, CO 80112**

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**CHECK SHEET**

Sheets 1 through 10 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 compromise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original

\* Indicates new or revised sheet.

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**By: Robert Beaty, President**  
**9250 E. Costilla Ave., Ste. 400**  
**Greenwood Village, CO 80112**

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9250 E. Costilla Ave., Ste. 400  
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**SYMBOLS**

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify change in regulation
- (D) To signify a deletion
- (I) To signify a rate increase
- (L) To signify material relocated in the tariff
- (N) To signify a new rate or regulation
- (R) To signify a rate reduction
- (T) To signify a change in text, but no change in rate or regulation

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**SECTION 1 – GENERAL**

**1.1 Application of Tariff**

1.1.1. This tariff contains the regulations and rates applicable to resold intrastate Interexchange services provided by the Company in the State of Ohio. The Company's services are furnished subject to the availability of facilities and the terms and conditions of this tariff. The Company intends to offer service to business customers throughout the State of Ohio.

The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by another Common Carrier for use in accessing the services of the Company.

**1.2 Undertaking of the Company**

1.2.1 To the extent provided herein, the Company undertakes to furnish communications services to retail and business customers pursuant to the terms of this Tariff in connection with one-way and two-way information transmission between points in the State of Ohio.

**1.3 Deposits**

**1.3.1 Deposit Requirements**

Company may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges. Any applicant who is either not a previous Customer having an established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. Company may require separate deposits for different Services purchased by Customer, all of which must be paid before any service is installed. In its calculation of a Customer's creditworthiness, Company will use trading banking references, credit reports, and any other information pertinent to a Customer's credit subject to applicable law.

**1.3.2 Amount of Deposit**

The amount of the deposit shall not be more than two (2) months of usage of Company's jurisdictional services for any specific Customer. The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage. The amount of deposit may exceed this total when services are provided for shorter periods of time or special occasions.

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**SECTION 1 – GENERAL** (Cont'd)

**1.3 Deposits (Cont'd)**

**1.3.3 New or Additional Deposit**

A new or additional deposit may be required to cover the amount provided in Section 1.3.2 above when a deposit has been refunded or is found to be inadequate due to services ordered or provided or the Customer demonstrates nonpayment for one month.

Prior to the Company requesting a new or additional deposit, the Company will notify the Customer in writing no less than twelve (12) days of the need for the Customer to provide the deposit and the conditions under which the deposit is required. The Customer shall have twelve (12) calendar days from the date of mailing to provide the new or additional deposit.

**1.3.4 Handling of Deposits**

Deposits shall be sent or delivered to: Impact Telecom, Inc., 9250 E. Costilla Avenue, Suite 400, Greenwood Village, CO 80112. Company will maintain records that show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. Unclaimed deposits, together with accrued interest, shall be credited to an appropriate account and shall be disposed of in accordance with law.

**1.3.5 Refund**

The deposit shall be refunded or credited to the Customer after not more than twelve (12) consecutive months of prompt payment or as required by applicable Commission rules. The account shall be reviewed after twelve (12) months of service, and if the deposit is retained, it shall again be reviewed at the end of Company's accounting year or on the anniversary date of the account.

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**Issued Date:**

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**By: Robert Beaty, President  
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Greenwood Village, CO 80112**

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**SECTION 1 – GENERAL** (Cont'd)

**1.4 Late Payment Charges**

- 1.4.1 Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied. Late payment charge amounts will not be applicable for any previously billed late charges. Late payment charges will not apply to any amounts in dispute. All late charges are applied without discrimination.

**1.5 Return Check Charge**

- 1.5.1 When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$20.00.

**1.6 Reconnect Charge**

- 1.6.1 A reconnect charge of \$10.00 applies when service is reestablished for customers which have been disconnected due to non payment. Payment of a reconnect charge and all other outstanding, undisputed charges, will be due in full prior to reconnection of service.

**1.7 Service Suspension Charge**

- 1.7.1 Customers who request temporary service suspension of service will be billed a rate of \$15.00 per month for all months requested for suspension. Partial months will be prorated at 1/30<sup>th</sup> the monthly charge.

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**SECTION 1 – GENERAL** (Cont'd)

**1.8 Customer Complaints and Billing Disputes**

- 1.8.1 Customer may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.
- 1.8.2 Customer whose complaints and/or billing disputes that are not satisfactorily resolved after contacting Impact Telecom, may contact the Public Utilities Commission of Ohio for assistance. The Public Utilities Commission of Ohio can be contacted at:

180 E. Broad Street  
Columbus, OH 43215-3793  
Local: (614) 466-3292  
Toll Free: 1-800-686-7826  
TDD/TYY: 1-800-686-1570  
Website: [www.puco.ohio.gov](http://www.puco.ohio.gov).

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**Issued Date:**

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**By: Robert Beaty, President**  
**9250 E. Costilla Ave., Ste. 400**  
**Greenwood Village, CO 80112**

## **EXHIBIT A-2**

### **Proposed Price Guide**

**PRICE GUIDE**  
**FOR**  
**INTEREXCHANGE TELECOMMUNICATIONS SERVICES**  
**PROVIDED BY**  
**IMPACT TELECOM, INC.**  
**IN THE STATE OF OHIO**

This Price Guide contains the Interexchange prices offered within the State of Ohio that are deregulated by the Public Utilities Commission of Ohio.

The general terms and conditions applicable to the services listed in this Price Guide are contained in P.U.C.O Price Guide No. 1 on file with the Public Utilities Commission of Ohio. Copies may also be inspected during normal business hours at the Company's principal place of business at 9250 E. Costilla Avenue, Suite 400, Greenwood Village, CO 80112.

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By: Robert "Bob" Beaty, President  
9250 E. Costilla Avenue, Suite 400  
Greenwood Village, CO 80112

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**CHECK SHEET**

Pages of this Price Guide, 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 Price Guide and are currently in effect as of the date on the bottom of this page.

<b>SHEET</b>	<b>REVISION</b>	<b>SHEET</b>	<b>REVISION</b>
1	Original		
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15	Original		
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17	Original		
18	Original		

\* indicates those sheets included with this filing

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Greenwood Village, CO 80112

**APPLICATION OF PRICE GUIDE**

The regulations, rules and conditions set forth in this Price Guide apply to the provision of intrastate Interexchange telecommunications services furnished within the State of Ohio by Impact Telecom, Inc. subject to the jurisdiction of the Ohio Public Utilities Commission.

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### SYMBOLS

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

- (C) To signify change in regulation
- (D) To signify a deletion
- (I) To signify a rate increase
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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

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

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the network to identify the caller and validate the caller's authorization to use the services provided.

**Commission** - The Public Utilities Commission of Ohio.

**Company or Carrier** - Impact Telecom, Inc. unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's Price Guide.

**Dedicated Access Origination/Termination** - Where access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the Customer.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

**Impact** - Used throughout this Price Guide to refer to Impact Telecom, Inc.

**LEC** - Local Exchange Company.

**PUCO** - Public Utilities Commission of Ohio.

**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.

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

### **2.1 Application of Price Guide**

- 2.1.1** This Price Guide contains the regulations and rates applicable to intrastate interexchange resale telecommunications services provided by Impact Telecom, Inc. for telecommunications between points within the State of Ohio.

Company will offer, from time to time, telecommunications services to other carriers for resale. The rates for any such services will be determined pursuant to contract, to be presented for review and approval by the PUCO and this Price Guide and rates from this Price Guide will not apply.

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9250 E. Costilla Avenue, Suite 400  
Greenwood Village, CO 80112

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.2 Use of Services**

- 2.2.1** Impact's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2** The use of Impact's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3** The use of Impact's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4** Impact's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5** Impact does not transmit messages pursuant to this Price Guide, but its services may be used for that purpose.
- 2.2.6** Impact's service may be denied for the following reasons:
- (A) Following ten days notice, for nonpayment of any sum due Impact for more than thirty days after issuance of the bill,
  - (B) For violation of any provision of this Price Guide,
  - (C) For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Impact's services, or
  - (D) By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Impact from furnishing its services.

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Effective: \_\_\_\_\_

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Greenwood Village, CO 80112

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Liability of the Company**

- 2.3.1** Impact shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall Impact's liability for any service exceed the charges applicable under this Price Guide to such service.
- 2.3.2** Impact shall be indemnified and saved harmless by any Subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright; and against all other claims arising out of any act or omission of a Subscriber or of any other entity in connection with the services provided by Impact.
- 2.3.3** Impact is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services provided by Impact.
- 2.3.4** Impact shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Liability of the Company, (Cont'd.)**

- 2.3.5** Impact shall not be liable for and shall be indemnified and saved harmless by any Subscriber, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Subscriber, user or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Subscriber, user or any other entity or any other property whether owned or controlled by the Subscriber, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Subscriber, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Impact which is not the direct result of Impact's negligence.
- 2.3.6** Impact shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.7** Inclusion of early termination liability by the Company in its pricing guide or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Responsibilities of the Subscriber**

- 2.4.1** The Subscriber is responsible for placing any necessary orders; for complying with Price Guide regulations; and for assuring that users comply with Price Guide regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to end users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's telephone numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Access Point on the Subscriber's behalf.
- 2.4.3** If required for the provision of Impact's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Access Point.
- 2.4.4** The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Impact and the Subscriber when required for Impact personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Impact's services.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Responsibilities of the Subscriber (Cont'd.)**

**2.4.5** The Subscriber shall ensure that the equipment and/or system is properly interfaced with Impact facilities or services, that the signals emitted into Impact network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this Price Guide, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Impact will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Impact equipment, personnel, or the quality of service to other Subscribers, Impact may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Impact may, upon written notice, terminate the Subscriber's service.

**2.4.6** The Subscriber must pay Impact for replacement or repair of damage to the equipment or facilities of Impact caused by negligence or willful act of the Subscriber, users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, users, or others.

**2.4.7** The Subscriber must pay for the loss through theft of any Impact equipment installed at Subscriber's premises.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Cancellation or Interruption of Services**

**2.6.1** Without incurring liability Impact may, after providing ten (10) days notice of discontinuance of service to a Subscriber, discontinue service or withhold the provision of ordered or contracted services:

- (A) For nonpayment of any sum due Impact for more than thirty days after issuance of the bill,
- (B) For violation of any of the provisions of this Price Guide,
- (C) For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Impact's services, or
- (D) By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Access Point from furnishing its services.

**2.6.2** Without incurring liability, Impact may interrupt the provision of services upon mutually agreed terms in order to perform tests and inspections to assure compliance with Price Guide regulations and the proper installation and operation of Subscriber and Impact's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

**2.6.3** Service may be discontinued by Impact by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Impact deems it necessary to take such action to prevent unlawful use of its service. Impact will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

**2.7 Short Duration Calls**

If 15% or more of 1+ Long Distance and 8xx Toll Free domestic completed calls are equal to or less than 6 seconds in length, during any Billing Cycle, there will be an additional charge of \$0.01 per Short Duration Call, for the number of calls above 15%.

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Greenwood Village, CO 80112



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

Impact provides direct dialed, one plus and toll free inbound/outbound and dedicated access services for communications originating and terminating at points within the State of Ohio under terms of this Price Guide.

Switched inbound/outbound services use standard equal access dialing to place 1+, 10XXX and/or toll free (800/888/877) dialing to place interLATA calls and intraLATA calls to points within the State of Ohio.

Inbound Interexchange Service (toll free 800/888/877) is provided for use by authorized users. Calls will be routed over the resold transmission and switching facilities to a designated number.

**A. Direct Dial**

Direct Dial provides the Customer with direct dial outbound service, toll free inbound (8xx) service throughout the State of Ohio.

**B. Dedicated Access**

Dedicated Access offer secure transmission for Customers' location to location as designated.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (cont'd)****Switched Services**

<b><u>Per Minute</u></b>	<b><u>Standard</u></b>	<b><u>Tier 1</u></b>	<b><u>Tier 2</u></b>	<b><u>Tier 3</u></b>	<b><u>Tier 4</u></b>
Inbound Switched Service	\$0.2166	\$0.2116	\$0.2083	\$0.2053	\$0.1999
Outbound Switched Service	\$0.1966	\$0.1916	\$0.1883	\$0.1853	\$0.1799

**Dedicated Services**

<b><u>Per Minute</u></b>	<b><u>Standard</u></b>	<b><u>Tier 1</u></b>	<b><u>Tier 2</u></b>	<b><u>Tier 3</u></b>	<b><u>Tier 4</u></b>
Inbound Dedicated Service	\$0.1966	\$0.1916	\$0.1883	\$0.1853	\$0.1799
Outbound Dedicated Service	\$0.1666	\$0.1616	\$0.1583	\$0.1553	\$0.1499

<b><u>Transmission Speed</u></b>	<b><u>Term of Contract (12 months)</u></b>	
	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
DS1	\$500.00	\$1,000.00

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

By: Robert "Bob" Beaty, President  
 9250 E. Costilla Avenue, Suite 400  
 Greenwood Village, CO 80112

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (cont'd)****Ancillary Charges**

	<b><u>MRC</u></b>	<b><u>NRC</u></b>
Outbound Account Codes	\$10.00	\$ 25.00
Inbound Account Codes	\$60.00	\$ 85.00
Monthly detailed CDR per CD ROM	\$75.00	\$ 00.00
Direct termination Overflow (per order)	\$90.00	\$ 75.00
8YY SMS Fee (per active 8YY)	\$ 0.80	\$ 0.50
8YY Directory Assistance (per 8YY listed)	\$35.00	\$ 35.00
8YY Area Code Blocking	\$00.00	\$ 30.00
8YY DNIS Deliver (per order)	\$00.00	\$700.00
8YY ANI Delivery (per trunk group)	\$75.00	\$150.00
Unauthorized PIC (per ANI)	\$00.00	\$ 25.00
Network Interconnection Charge	\$00.00	\$ 00.00

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By: Robert "Bob" Beaty, President  
9250 E. Costilla Avenue, Suite 400  
Greenwood Village, CO 80112

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D)****Monthly Revenue Commitment (MRC)**

<u>Standard</u>	No MRC with 1 year term
<u>Tier 1</u> (3% discount)	\$5,000.00 MRC with 2 year term
<u>Tier 2</u> (5% discount)	\$10,000.00 MRC with 2 year term
<u>Tier 3</u> (8% discount)	\$25,000 MRC with a 2 year term
<u>Tier 4</u> (10% discount)	\$25,000 MRC with a 3 year term

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

By: Robert "Bob" Beaty, President  
9250 E. Costilla Avenue, Suite 400  
Greenwood Village, CO 80112

**SECTION 4 – SPECIAL SERVICES****4.1    Individual Case Basis (ICB)**

The Company offers Interexchange services on a resold basis. All services will be offered on a non-discriminatory basis to eligible Customers. Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective customer for service which vary from tariffed arrangements. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

By: Robert "Bob" Beaty, President  
9250 E. Costilla Avenue, Suite 400  
Greenwood Village, CO 80112

## **EXHIBIT F – Revised**

### **Applicant's Proposed Interactions with other Carriers**

Applicant proposes to provide, statewide, services of resold Interexchange telecommunication services.

Applicant is not facilities based, nor will it lease or maintain any facilities in the State of Ohio. As such, Applicant will not require interconnection or resale agreement from local exchange carriers.

Further, because Applicant will provide statewide Interexchange telecommunication services, provisions governing the submission of bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users is not applicable to Applicant's resale operations.

**EXHIBIT G-1**

**Customer Bill Sample**

# impact hq

## Billing Statement

Invoice Number: 1648  
Invoice Date: 2009-10-01  
Master Account: 11331b  
Page: 1

### Account Summary

Previous Balance	\$1.68	
Payments and Credits	\$0.00	
Balance Forward		\$1.68
Account Finance Charges	\$0.00	
Long Distance Charges	\$22.17	
Monthly Recurring Charges	\$0.00	
Non-Recurring Charges	\$0.00	
Federal, State, and Local Taxes	\$0.00	
Current Charges		\$22.17
New Balance		\$23.85

Questions, Problems?  
Just Call (866)557-8919 for  
information regarding your bill.

Remember to complete the  
change of address section on  
your payment coupon if you  
have recently changed your  
address.

#### Customer Service

(866)557-8919

#### Fraud Reporting

(866)557-8919

#### Billing Questions

(866)557-8919

If your complaint is not  
resolved by contacting the  
number above, you may  
contact the Public Utilities  
Commission of Ohio for  
assistance at 1-800-686-7826  
(toll-free) or for TTY users at  
1-800-686-1570 (toll-free) from  
8:00 am to 5:00 pm, weekdays.  
[www.puco.ohio.gov](http://www.puco.ohio.gov)

Please do not staple check to this remittance

# impact hq

9250 E. Costilla Ave #400  
Englewood, Colorado 80112

Invoice Number 1648		
Account 11331b	Invoice Date 2009-10-01	New Balance \$23.85

Invoice Due Date: 2009-10-07

Amount Enclosed  
\$



#### Remit To:

Impact Telecom, Inc.  
9250 E. Costilla Avenue #400  
Greenwood Village, CO 80112

Light Point Communications, LLC TDM  
ATTN: Bob Rafferty  
120 Pauline Court  
Corrales, NM 87048 USA



# impact hq

## Billing Statement

Invoice Number: 1648  
Invoice Date: 2009-10-01  
Master Account: 11331b  
Page: 2

### Payments and Credits

Date	Description	
		\$0.00

### Finance Charges

Date	Description	
		\$0.00

Questions, Problems?  
Just Call (866)557-8919 for  
information regarding your bill.

Remember to complete the  
change of address section on  
your payment coupon if you  
have recently changed your  
address.

### Long Distance Charges

Date	Description	
2009-10-01	Telecommunication Charges	\$19.92
2009-10-01	Contract requires less than 10.00% of calls under 18 seconds Actual percentage is 24.800% of calls under 18 seconds	\$2.25
		\$22.17

#### Customer Service

(866)557-8919

#### Fraud Reporting

(866)557-8919

#### Billing Questions

(866)557-8919

### Monthly Recurring Charges

Date	Description	
		\$0.00

### Other Charges and Services

Date	Description	
		\$0.00

### Federal State & Local Taxes

Date	Description	
		\$0.00

If your complaint is not  
resolved by contacting the  
number above, you may  
contact the Public Utilities  
Commission of Ohio for  
assistance at 1-800-686-7826  
(toll-free) or for TTY users at  
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