

ORIGINAL

NEW APPLICATION



0000129712

BEFORE THE ARIZONA CORPORATION COMMI.

**IN THE MATTER OF THE APPLICATION OF)
AEGIS TELECOM, INC. D/B/A OFF THE HOOK)
TELECOM FOR DESIGNATION AS AN ELIGIBLE)
TELECOMMUNICATIONS CARRIER)**

Docket No. T-20816A-11-0339

**APPLICATION FOR DESIGNATION AS AN ELIGIBLE
TELECOMMUNICATIONS CARRIER**

COMES NOW Aegis Telecom, Inc. d/b/a Off The Hook Telecom (Aegis or the Company) and makes application to the Arizona Corporation Commission (Commission) for designation as an eligible telecommunications carrier (ETC). This application is made pursuant to 47 U.S.C. § 214(e)(1)-(2) and the rules and regulations of the Commission. The Company requests ETC designation throughout Arizona with the exception of Arizona tribal lands.

The Company seeks ETC designation in Arizona as a wireless carrier only for the purpose of receiving federal low-income universal support (i.e., Lifeline and Link-Up support). The Company does not make application for ETC designation to offer services supported by the federal universal service fund's high-cost program. The Company satisfies all of the statutory and regulatory requirements for designation as an ETC in the requested designated service area. As explained herein, the public interest would be served by granting this petition.

Aegis Telecom, Inc. is a Tennessee-formed corporation with its principal offices located at 18 Hemlock Radial Loop, Ocala, FL 34472. Exhibit A contains the Articles of Incorporation.

Arizona Corporation Commission

DOCKETED

SEP - 8 2011

DOCKETED BY nr

AZ CORP COMMISSION
DOCKET CONTROL

2011 SEP - 8 P 4: 34

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The following company contact information is provided to the Commission for complaints and/or billing dispute issues:

Aegis Telecom, Inc.
Robert Clark
18 Hemlock Radial Loop
Ocala, FL 34472
(352) 425-8593
(800) 263 3671- not yet active, will be active within next 60 days
Robert@aegistelecom.net

The Company commits to resolve complaints received by the Commission against the Company. The above-identified contact person will work with the Commission staff for complaint resolution.

Exhibit B contains the Company's Certificate to do Business in Arizona.

Exhibit C identifies the Company's officers and directors.

Exhibit D introduces to the Commission the Company's key technical and managerial personnel with the knowledge and experience to perform the services for which designation is sought.

Exhibit E contains financial documentation evidencing the Company's ability to perform the services for which designation is sought. Because of the competitively-sensitive nature of the contents of Exhibit E, Exhibit E will be supplemented confidentially upon the approval of the contemporaneously filed Motion for Protective Treatment. Aegis Telecom, Inc. is a start-up

company and does not have historical financial data. A third party has made a loan to Aegis that is sufficient to cover start-up operations in Arizona. The loan and the financial capability of the third party will be shown in Exhibit E.

The Company has not been designated as an ETC in any jurisdictions. The Company has pending applications for designation as an ETC in the following jurisdictions: New Jersey, Missouri, Pennsylvania, and Massachusetts.

Upon designation as an ETC, the Company will provide the supported services throughout the requested designated service area and offer Lifeline and Link-Up service to qualified low-income consumers. The Company does not currently provide service in Arizona.

I. Authority for Designation of an ETC

Title 47 U.S.C. § 214(e)(2) of the Act provides that a state commission shall upon request designate a common carrier as an eligible telecommunications carrier (ETC) for a service area designated by the state commission. Title 47 U.S.C. § 214(e)(1) provides that an ETC shall be eligible to receive universal service support in accordance with section 254 of the Act and shall, in the service area for which the designation is received, offer the services that are supported by federal universal service support mechanisms under section 254(c), either using its own facilities or a combination of its own facilities and resale of another carrier's services, and shall advertise the availability of such services and their costs using media of general distribution. The Federal Communications Commission has promulgated a list of the services or functionalities that shall be supported by federal universal service support mechanisms at 47 C.F.R. § 54.101.

II. The Company is a Common Carrier

The Company is regulated as a common carrier under 47 C.F.R. § 20.9(a)(10) which provides that mobile satellite service involving the provision of commercial mobile radio service (by licensees or resellers) directly to end users shall be treated as common carriage services. The Company will be providing the required services, in part, as a reseller. See Section IV.

III. The Company Shall Offer Required Services

Pursuant to 47 U.S.C. § 214(e)(1)(A) and 47 C.F.R. § 54.201(d)(1), the Company shall, throughout the service area for which designation is received, offer the services that are supported by Federal universal service support mechanisms defined in 47 C.F.R. § 54.101(a). These services are: 1) voice grade access to the public switched network; 2) local usage; 3) dual tone multi-frequency signaling or its functional equivalent; 4) single-party service or its functional equivalent; 5) access to emergency services; 6) access to operator services; 7) access to interexchange service; 8) access to directory assistance; and 9) toll limitation for qualifying low-income consumers. The Company shall provide these required services.

IV. The Company Shall Use Its Own Facilities, Or a Combination of Its Own Facilities and Resale of Another Carrier's Services

Pursuant to 47 U.S.C. § 214(e)(1)(A) and 47 C.F.R. § 54.201(d)(1), the Company shall use its own facilities or a combination of its own facilities and resale of another carrier's services to offer the services that are supported by Federal universal service support mechanisms. The Company has entered into a capital lease agreement with a third party which enables the

company to utilize a leased switch to provide one or more of the supported services that are supported by Federal universal service support mechanisms, and which will be used in combination with the network architecture being provided from an underlying wireless provider that the Company obtains at resale. The switching facility is located at 624 S. Grand Avenue, Los Angeles, CA inside a collocation space.

V. The Company Shall Provide Service Throughout the Designated Service Area

Pursuant to 47 U.S.C. § 214(e)(1) and 47 C.F.R. § 54.201(d), the Company shall offer the services that are supported by Federal universal service support mechanisms throughout the service area for which designation is received. In addition, the Company commits to provide service throughout its proposed designated service area to all customers making a reasonable request for service. See 47 C.F.R. § 54.202(a)(1)(i). The Company certifies that it will provide service on a timely basis to requesting customers within the Company's service area where the Company's network already passes the potential customer's premises. See 47 C.F.R. § 54.202(a)(1)(i)(A). The Company certifies that it will provide service within a reasonable period of time, if the potential customer is within the Company's licensed service area but outside its existing network coverage, if service can be provided at reasonable cost by: 1) modifying or replacing the requesting customer's equipment; 2) deploying a roof-mounted antenna or other equipment; 3) adjusting the nearest cell tower; 4) adjusting network or customer facilities; 5) reselling services from another carrier's facilities to provide service; or 6) employing, leasing or constructing an additional cell site, cell extender, repeater, or other similar equipment. See 47 C.F.R. § 54.202(a)(1)(i)(B).

VI. The Company Will Advertise

Pursuant to 47 U.S.C. § 214(e)(1)(B) and 47 C.F.R. § 54.201(d)(2), the Company shall advertise the availability of the services that are supported by Federal universal service support mechanisms and the charges for such services using media of general distribution.

Exhibit F contains sample planned advertising. In addition, the Company may advertise, among other means, via newspaper, mail circular, and radio and target residential customers with its advertising efforts. The Company will advertise in accordance with Commission rules.

VII. The Company Shall Make Available Lifeline and Link up Service

Pursuant to 47 C.F.R. § 54.405 and 47 C.F.R. § 54.411(d), the Company shall make available Lifeline and Link Up service to qualifying low-income consumers and publicize the availability of Lifeline and Link Up service in a manner reasonably designed to reach those likely to qualify for the service. The Company's proposed Lifeline and Link Up service offerings are identified and described in Section XIV. The Company will make a concerted effort to notify municipal, state, and federal governmental agencies whose clientele may likely benefit the most from having the Company designated as an ETC by the Commission.

VIII. Service Area for Which Designation Is Requested

The Company requests ETC designation throughout Arizona with the exception of Arizona tribal lands.

IX. Emergency Situations

Pursuant to 47 C.F.R. § 54.202(a)(2), a carrier seeking ETC designation must demonstrate its ability to remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations.

Since the Company is providing service to its customers, in part, through the use of facilities obtained from other carriers, this arrangement allows the Company to provide to its customers the same ability to remain functional in emergency situations as currently provided by the carriers to their own customers, including access to a reasonable amount of back-up power to ensure functionality without an external power source, rerouting of traffic around damage facilities, and the capability of managing traffic spikes resulting from emergency situations.

X. Consumer Protection and Service Quality Standards

Pursuant to 47 C.F.R. § 54.202(a)(3), a carrier seeking ETC designation must demonstrate that it will satisfy applicable consumer protection and service quality standards. The Company commits to comply with the Cellular Telecommunications and Internet Association's Consumer Code for Wireless Service.

XI. Designation of the Company as an ETC Is in the Public Interest

Designation of the Company as an ETC would be in the public interest. Competition furthers the goals of telecommunications service and provides the consumer with a greater choice of providers and service choices, which will in turn result in market-driven prices and

quality. Granting the Company ETC status would advance principles of customer service by providing increased competition and is therefore in the public interest. In addition, as a wireless provider, the Company can often serve a larger local calling area than a traditional wireline provider and afford the customer the convenience of telephony mobility.

The designation of the Company as an ETC will offer Lifeline-eligible customers a greater choice of providers for accessing telecommunications services not available to such customers today and should likely expand participation of qualifying customers in the Lifeline program.

XII. 5-Year Plan

Pursuant to 47 C.F.R. § 54.202(a)(1)(ii), a carrier seeking ETC designation must submit a five-year plan that describes proposed improvements or upgrades to the Company's network on a wire center-by-wire center basis. Because the Company seeks ETC designation solely for purposes of reimbursement for provision of subsidized Lifeline and Link Up services to eligible customers, submission of a five-year plan is not required at this time and waiver of any such requirement is hereby sought.

XIII. Local Usage Plan

Pursuant to 47 C.F.R. § 54.202(a)(4), a carrier seeking ETC designation must demonstrate that it offers a local usage plan comparable to the one offered by the incumbent LEC

in the service areas for which it seeks designation. The Company's offering of local usage plans will be comparable to or exceed the underlying ILEC plans. See Section XIV.

XIV. Summary of Offering

The Company identifies and provides to the Commission the following description of each of the Company's service offerings (i.e., calling plans) that will qualify for federal universal service support (the name the plan is marketed under, the number of minutes and included calling area, and the price).

Lifeline

Under the Company's wireless Lifeline plan, the Company will provide qualified Lifeline customers who reside in the service area with 100 minutes of free anytime local and long distance minutes each month and will use all low-income universal service support to allow the Company to provide the service with no monthly recurring charge, thus ensuring that the consumer receives 100% of all universal service support funding for which the Company will seek reimbursement from the Universal Service Fund necessary to provide the free minutes of airtime above. In the event that all airtime has been used, Lifeline Customers will have the ability to purchase additional time. Current pricing ranges from 35 additional minutes at \$5.00 to 700 additional minutes at \$50. Customers can purchase additional minutes by calling into customer service and paying for minutes using a debit or credit card.

The wireless plan will also include a free handset and the following Custom Calling features:

- (1) Caller ID;

- (2) Call Waiting;
- (3) Call Forwarding;
- (4) 3-Way Calling
- (5) Voicemail.

Wireless handsets will be delivered at no charge to qualifying customers. Service will be activated, and the requisite number of minutes will be added upon certification of the customer for Lifeline and Link-Up.

Link Up

Under 47 C.F.R. § 54.411(a)(1), Link Up is an assistance program for qualifying low-income consumers that an ETC shall offer as part of the provision of services supported by the federal universal service support mechanism and consists of a reduction in the carrier's customary charge for commencing telecommunications service for a single telecommunications connection at a consumer's principal place of residence. The reduction shall be half of the customary charge or \$30.00, whichever is less. The Company will be reducing its activation charge by \$30.00.

The company will give a \$30 promotional discount to offset the remaining balance on the connection fee. See Exhibit G.

XV. Equal Access

Pursuant to 47 C.F.R. § 54.202(a)(5), the Company certifies that it may be required to provide equal access to long distance carriers in the event that no other ETC is providing equal access within the service area.

XVI. Consumer Certification

Consistent with 47 C.F.R. § 54.409, the Company shall obtain a consumer's signature on a document under penalty of perjury that the consumer receives benefits under an approved assistance program or that the consumers' household meets applicable income requirements; and that the consumer will notify the Company if the consumer ceases participation in a program or his income criteria exceeds approved thresholds. The Company shall obtain this certification annually and shall put in place quality control mechanisms to ensure that only eligible consumers are participating in Lifeline and Link Up.

XVII. Annual Reporting Requirements

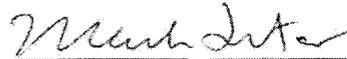
The Company shall comply with all annual reporting requirements for designated ETCs listed in 47 C.F.R. § 54.209, as applicable. In addition, the Company will annually report to the Commission all USF funding received and the amount of subsidization provided to Lifeline and Link-Up customers.

XVIII. Conclusion

WHEREFORE, PREMISES CONSIDERED, the Company respectfully requests designation as an ETC for purposes of receiving federal universal service support; that the Commission waive the hearing for this matter if the Company and any other parties to this proceeding achieve a settlement; that the Commission send appropriate notice of the Final Order to the Federal Communications Commission; and that the Commission issue such other orders as are deemed necessary in this matter.

Respectfully submitted,

Mark Foster
Attorney at Law
707 West Tenth Street
Austin, Texas 78701
(512) 708-8700

By: 
Mark Foster
State Bar No.07293850
Attorney for Aegis Telecom, Inc.

VERIFICATION

I, Robert Clark, first being duly sworn, hereby state that I am President of Aegis Telecom, Inc., that I am authorized to make this verification on behalf of Aegis Telecom, Inc., that I have read the foregoing petition for limited designation as an eligible telecommunications carrier, that I have knowledge of the facts stated therein, and that the same are true and correct to the best of my knowledge, information and belief. I certify under penalty of perjury under the laws of Arizona that the foregoing statement is true and correct.



Robert Clark

Subscribed and sworn before me this 23rd day of August, 2011 in Ocala, Florida



Michelle C. Inman
Notary Public



LIST OF EXHIBITS

Exhibit A	Articles of Incorporation
Exhibit B	Certificate to do Business in Arizona
Exhibit C	Officers and Directors
Exhibit D	Key Managerial/Technical Personnel
Exhibit E (Confidential)	Financial Documentation
Exhibit F	Sample Lifeline/Link Up advertisement

EXHIBIT A
Articles of Incorporation

SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

STATE OF TENNESSEE

CHARTER OF

AEGIS TELECOM, INC.

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STATE OF TENNESSEE

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TRE HANBETT
SECRETARY OF STATE

23

5774.1151

The undersigned person, a lawful citizen of the United States of America having the capacity to contract and acting as the incorporator of a profit corporation under the Tennessee Business Corporation Act, adopts the following charter provisions:

1. The name of the corporation is: Aegis Telecom, Inc.
2. The duration of the corporation is perpetual.
3. The name of the corporation's initial registered agent is Robert Clark. The street address of the corporation's initial registered office is 5800 Central Avenue Pike, #2805, Knoxville, Tennessee 37912, which office is located in Knox County.
4. The name and address of the incorporator is: Margo J. Maxwell, Esq., Bernstein, Stair & McAdams LLP, 4823 Old Kingston Pike, Suite 300, Knoxville, Tennessee 37919.
5. The street address of the principal office of the corporation is 5800 Central Avenue Pike, #2805, Knoxville, Tennessee 37912.
6. The corporation is for profit.
7. The purpose for which the corporation is organized is to engage in any lawful business.
8. The corporation shall have all powers now or hereafter granted by the Tennessee Business Corporation Act, including without limitation all powers set forth in Tennessee Code Annotated Section 48-13-102, as it now exists or as hereafter amended.
9. The maximum number of shares of stock which this corporation shall have the authority to issue is two thousand (2,000) common shares, having no par value.
10. The common stock shall have unlimited voting rights and shall be entitled to receive the net assets of the corporation upon dissolution.
11. The corporation elects to have preemptive rights.
12. No director shall have personal liability to the corporation or its shareholders for monetary damages for breach of his fiduciary duty as a director, and any such


Knox County Page: 1 of 2
REC'D FOR REG 07/27/2009 9:55:58PM
RECORD FEE: \$7.00
M. TAX: \$0.00 T. TAX: \$0.00
200907270007677

personal liability is hereby eliminated; provided, however, that the personal liability of a director is not eliminated or limited:

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STATE OF TENNESSEE
2009 JUL 23 PM 12:40

(a) For any breach of the director's duty of loyalty to the corporation or its shareholders;

TIPS HARRIS
SECRETARY OF STATE

(b) For acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law; or

(c) Under Tennessee Code Annotated Section 48-18-304.

557A.1152

13. The corporation shall hold harmless and indemnify officers and directors, whether or not then in office, and their respective executors, administrators and heirs from and against any and all claims, demands, expenses (including attorneys' fees), judgments, fines, amounts paid in settlement, and any other costs with respect to any demand, threat, suit or proceeding, whether civil or criminal, arising with respect to such person's previous, present or future service as an officer or director of the corporation to the maximum extent permitted by law.

14. The corporation shall pay for or reimburse all reasonable expenses incurred by an officer or director of the corporation in advance of the final disposition of the proceeding to the maximum extent permitted by law.

This 22nd day of July, 2009.

Margo J. Maxwell
Margo J. Maxwell, Incorporator



EXHIBIT B
Certificate to do Service in Arizona

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that

*** *AEGIS TELECOM, INC.****

a foreign corporation organized under the laws of Tennessee did obtain authority to transact business in the State of Arizona on the 15th day of August 2011.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation has not had its authority revoked for failure to comply with the provisions of the Arizona Business Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed an Application for Withdrawal as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 19th Day of August, 2011, A. D.



EGJ
Executive Director

By: _____ 654421

EXHIBIT C

Officers and Directors

Robert Clark, President
4220 SE 44th Street
Ocala, FL 34480
(352) 425-8593
(800) 263 3671- not yet active, will be active within next 60 days
Robert@aegistelecom.net

EXHIBIT D
Key Managerial and Technical Personnel

Robert N. Clark
18 Hemlock Radial Loop
Ocala, FL 34480
(352) 425-8593

Strengths

- Project Management Team Building & Leadership
- Staffing & Budgeting Planning & Scheduling
- Resource Planning & Allocation Multi-Project Administration
- Process Improvement
- Call Center Management, Telephony, Computer Telephony Integration
- Service Delivery Systems and Quality Management
- Skilled in structured cabling to EIA/TIA industry standards
- Experienced in telephone and computer systems integration.
- Excellent troubleshooting and problem isolation in various types of networks.
- Experienced in setup and maintaining small business networks
- Knowledgeable with electronics testing equipment

Accomplishments

- **Samsung Certifications:** iDCS Basic Plus, iDCS Basic, iDCS Q-Sig, SPNet, ITP, OfficeServ 7000 series, OfficeServ Applications, OfficeServ Wireless, SVMi-E.
- **Toshiba Certifications:** TCTS, TCTE-IP, Strategy(DOS,SES), Toshiba Video Communications Systems
- **Leviton Certifications:** Guide to Electrical Theory, Wiring Installer 1, Wiring Installer 2, Wiring Installer 3
- **CompTIA Certifications:** Net+

Experience

General Manager

High Tech Communications, Inc.
Ocala, FL 34480

November 2009 - Present

- Managed overall business process for the Company owners.
- Negotiate with vendors, outsourcers, and contractors to secure products and services
- Conduct research and make recommendations on network and telecommunications products, services, protocols, and standards in support of procurement and development efforts.
- Validate accuracy of invoices, manage monthly budget reconciliation, assign network and telecom costs to appropriate accounting units.
- Establish and maintain regular written and in-person communications with the organization's executives, decision-makers, stakeholders, department heads, and end users regarding pertinent network and telecom activities.
- Provide visible leadership on technology strategy and implementation, including input into the development of roadmaps for long range technical plans.

Technician

December 2008–November 2009

Raptor Technologies

Knoxville, TN

- Handled installations and troubleshooting of Toshiba and ESI voice networks.
- Planned and installed the structured cabling for these projects

Technician

September 2007–November 2008

Epic Technologies

Cookeville, TN

- Handled installations and troubleshooting of Samsung, Mitel, Vodavi, Nurse Call, Door Access, Paging, and Data networks.
- Planned and installed the structured cabling for these projects
- Verified Samsung sales proposals

Service Manager

October 2004–September 2007

High Tech Communications

Ocala, FL

- Handled installations and troubleshooting of Samsung Products.
- Installed and maintain computer networks (Server 2000, SBS 2003) for clients.
- Handled purchasing and receiving of computer and phone equipment.
- Office Manager including daily tasks of lead acquisition and office personnel.
- Director of sales to include implementing estimates and acquisition.
- Process management and project planning.

Owner

November 1999–October 2004

Ocala Computer Consulting, Inc.

Ocala, FL

- Installed and maintain clients' computer networks (NT Server, Server 2000).
- Handled purchasing and receiving of equipment.
- Presented proposals for network design and implementation.
- Developed business relationships with companies in the same industry.
- Developed a suite of Historical Picture and Video CD-ROM's.
- Developed basic business card web sites

Computer Technician

June 1999–November 1999

Auto Insurance World.

Ocala, FL

- Managed the computer networks (Peer-to-Peer, and Server 2000) for five locations in Central Florida.
- Included troubleshooting various software programs.
- Installation of new computer systems and equipment.
- Troubleshoot and isolate network problem that arose.
- Recommended various solutions to enhance the performance of the networks.

Education

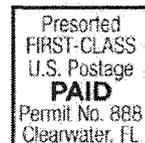
Helena, MT

Helena College of Technology 1998
A.S. Electronics Engineering

References Available on request.

EXHIBIT E
Financial Documentation
(CONFIDENTIAL)

EXHIBIT F
Sample Lifeline/Link Up Advertisements



YOU QUALIFY for the **FREE PHONE** service if you receive:

- Federal Public Housing (AL, TN)
- Low Income Energy Assistance Program (AL, TN)
- Medicaid – TennCare aka Medicare (TN)
- National School Lunch (Free Program only) (TN only)
- Supplemental Nutrition Assist Program (SNAP) (AL, TN)
- Supplemental Security Income (AL, TN)
- Temporary Assistance for Needy Families (AL, TN)

* Free promotion length and long distance minutes may vary based on your location. Please call for details.
© Off the Hook Telecom

LIMITED TIME OFFER

Call or Visit Us Online

800.263.3671

www.OffTheHookTelecom.net

Mr. & Mrs. John A. Smith
456 Orange Grove Blvd.
Orlando, FL 32806

HOME Phone Service

Off the
Hook
TELECOM

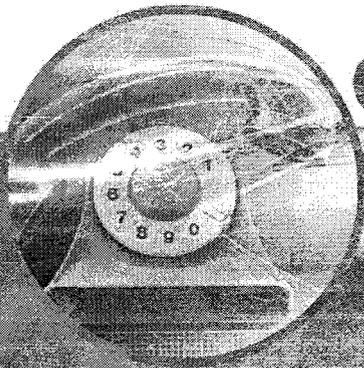
FREE

- Activation*
- Long Distance*
- Caller ID
- Call Waiting

NO

- Credit Check
- Deposit

CALL TODAY! 800.263.3671





**CAN YOUR
LOVED ONES
CALL YOU
WHEN YOU'RE
NEEDED?**

Call or visit us online:

800-263-3671

www.OffTheHookTelecom.net

YOU'RE QUALIFIED if you receive:

Medicaid Food, Stamps Supplemental Security Income (SSI),
Federal Public Housing (HUD / Section 8), Temporary
Assistance to Needy Families (TANF), Low Income Home Energy
Assistance Plan (LIHEAP), Below Federal Poverty Level, OR
Temporary Cash Assistance



100 FREE MINUTES MONTHLY

Extra Plans available :	
35 minutes	\$5
75 minutes	\$10
100 minutes	\$13.50
160 minutes	\$20
270 minutes	\$30
700 minutes	\$50

**CARING MOTHERS DESERVE TO BE REACHED
WIRELESS FOR HOPE IS HERE FOR YOU.**

*Being there when you're needed is a necessity
and Safari Communications offers
government assistance.*

YOU QUALIFY

if you receive:

- Medicaid (Non-Medicare)
- Food Stamps
- Supplemental Security Income (SSI)
- Federal Public Housing (HUD/Section 8)
- Temporary Assistance to Needy Families (TANF)
- Low Income Home Energy Assistance Plan (LIHEAP)
- National School Free Lunch Program



Off the Hook
TELECOM

800-263-3671

www.OfftheHookTelecom.net

**100 FREE Minutes Monthly
Extra Plans Available**

35 Minutes	\$5
75 Minutes	\$10
100 Minutes	\$13.50
160 Minutes	\$20
270 Minutes	\$30
700 Minutes	\$50

EXHIBIT G
Tariff

Aegis Telecom, Inc.

Arizona P.S.C. No. 1

Original Page No. 1

Issue Date: August 25, 2011

Effective Date: August 26, 2011

Issued By: Robert Clark, President

18 Hemlock Radial Loop

Ocala, FL 34472

INFORMATIONAL TARIFF CONTAINING THE
GENERAL REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO WIRELESS SERVICES

This tariff contains a general description of and the rates applicable to the furnishing of Wireless Service ("wireless") provided by Aegis Telecom, Inc., within the State of Arizona. This tariff is on file with the Arizona Public Service Commission ("Commission") and is intended for informational purposes only. Copies may be inspected during normal business hours at the Company's place of business.

Issue Date: August 25, 2011

Effective Date: August 26, 2011

Issued By: Robert Clark, President

18 Hemlock Radial Loop

Ocala, FL 34472**CHECK SHEET**

All sheets 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 on the top of this sheet.

Page	<u>Revision</u>	Page	<u>Revision</u>
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
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25	Original		

Issue Date: August 25, 2011
Effective Date: August 26, 2011

Issued By: Robert Clark, President
18 Hemlock Radial Loop
Ocala, FL 34472

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Issue Date: August 25, 2011
Effective Date: August 26, 2011

Issued By: Robert Clark, President
18 Hemlock Radial Loop
Ocala, FL 34472

SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below:

- C - To signify Changed Regulation
- D - Deleted or Discontinue
- I - Change Resulting in an Increase to a rate
- M - Moved from another Tariff Location
- N - New
- R - Change Resulting in a Reduction to a rate
- S - Matter Appearing Elsewhere or Repeated for Clarification
- T - Change in Text But No Change to Rate or Charge
- V - Signifies Vintage Tariff
- Z - Correction

Issue Date: August 25, 2011
Effective Date: August 26, 2011

Issued By: Robert Clark, President
18 Hemlock Radial Loop
Ocala, FL 34472

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper-right corner of the Page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 4 cancels 3rd Revised Page 4.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example, 2.
2.1
2.1.1
2.1 I.A..
2.1.1 .A.1.
2.1.1 .A.1.(a)
- D. Check Sheet - When a tariff filing is mad with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new sheets 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 sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current page on file with the Commission.

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Issued By: Robert Clark, President
18 Hemlock Radial Loop
Ocala, FL 34472

APPLICATION OF TARIFF

This informational tariff contains the general regulations and rates applicable to the provision of commercial mobile radio service provided by Aegis Telecom, Inc., within the State of Mississippi.

The content of this tariff should not be construed as being representative of all of the Terms and Conditions for Service.

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SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS

Activation - Configuration of a wireless phone so that it is ready to be used to transmit and receive calls on the wireless network.

Activation Fee - A one-time up-front charge for activation of a wireless phone.

Airtime - Total time that a wireless phone is in connected and in use for talking. This includes use for calls both received and placed.

Authentication - A feature used to reduce fraud by confirming the identity of a phone to the wireless network.

Automatic Call Delivery - A service feature that allows a user to receive calls when roaming outside of the phone's home coverage area.

Call Waiting - A feature that allows a user to be notified of another incoming call while a call is already in progress, and gives the user the ability to answer the second call while the first call remains on hold.

Caller ID - A feature that displays a caller's telephone number and/or name before the call is answered.

Carrier - A company that provides telecommunications services.

Cellular - The type of wireless communication that is most familiar to mobile phones users. Called 'cellular' because the system uses many base stations to divide a service area into multiple 'cells'. Cellular calls are transferred from base station to base station as a user travels from cell to cell.

Coverage Area - The geographic area served by a wireless system. Same as service Area.

Handset - Any hand held device used to transmit and receive calls from a wireless system. Also known as a wireless phone, a cellular phone, a mobile phone, a PCS phone and many other terms.

MMS (Multimedia Messaging Service) - Similar to SMS, but in addition to plain text, MMS messages may include multimedia elements such as pictures, video and audio. These multimedia elements are included in the message, not as attachments as with email.

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No Service Indicator - A feature of wireless phones that tells the user that wireless service is unavailable in a particular location. Usually an LED on the handset.

Prepaid Cellular/Wireless - A service plan offered by some wireless carriers that allows subscribers to pay in advance for wireless service.

Ringtone - A sound from your phone used to signal an incoming call or message. On most newer phones additional sounds can be downloaded from the wireless system or by data cable. These sounds can take the form of anything you want, the most popular sounds are music. See monophonic ringtones and polyphonic ringtones.

Roaming - Using your wireless phone in an area outside its home coverage area. There is usually an additional charge for roaming.

Service Area - The geographic area served by a wireless system. Same as Coverage Area.

Service plan - A contract between a wireless carrier and a wireless subscriber that details the terms of the wireless service including rates for activation, access and per minute usage.

SMS (Short Messaging System) - A feature of PCS phones(primarily GSM) that allows users to receive and sometimes transmit short text messages using their wireless phone.

Spectrum - The entire range electromagnetic frequencies.

Subscriber - A cellular phone user.

Toll-Free Calling Area - An area in which calls can be placed without incurring long distance charges.

Voice Mail - A system that answers calls and allows users to reply to, save, delete or forward messages.

WAP (Wireless Application Protocol) - A global protocol used in many newer wireless devices that allows the user to view and interact with data services. Generally used as a means to view Internet web pages using the limited transmission capacity and small display screens of portable wireless devices.

Aegis Telecom, Inc.

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Wireless Carrier - A company that provides wireless telecommunications services.

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SECTION 2 —REGULATIONS

2.1 Terms and Conditions

2.1.1 General

- (A) The Company reserves the right to change the terms and conditions of the Company's wireless service offering without notice.
- (B) The information following is not intended to represent all of the Terms and Conditions applicable to the provision and use of the Company's wireless service.

2.1.2 Application of Informational Tariff

- (A) This Informational Tariff contains the regulations, terms, conditions and charges applicable to the provision of basic Universal Service utilizing Wireless Service within the Company's designated Eligible Telecommunications Carrier ("ETC") service area.

2.1.3 Eligible Telecommunications Carrier Service Area

- (A) The Eligible Telecommunications Carrier Service Area ("Designated Service Area") consists of the geographical area which the Company is authorized to serve eligible universal service subscribers. The Company's ETC Service Area comprises a geographic service area where AT&T Mississippi is the incumbent local exchange carrier.
- (B) The Company has no obligation to provide wireless services outside the Company's Designated Service Area or outside the Company's service territory.

2.1.4 Trademarks, Service Marks and Trade Names

- (A) Aegis Telecom, Inc. will not be using any name other than Aegis Telecom, Inc. in Mississippi.

2.1.5 Terms and Conditions of Service

- (A) Aegis Telecom, Inc. will market its wireless service under the name Aegis Telecom, Inc.. The Terms and Conditions described herein governs the sale and delivery of wireless services ("Service" or "Services") to eligible subscribers by Aegis and any of its subsidiaries ("us," "we," "the Company" or "Aegis Telecom") and is between the Customer (the purchaser or user of the Services) and Aegis Telecom, Inc..

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- (B) Aegis Telecom, Inc.'s Terms and Conditions of Service contain important information about disputes, if any, which will be resolved through Arbitration instead of a court trial. Aegis Telecom reserves the right to change or modify any of these Terms and Conditions of Service at any time and at the Company's sole discretion. Any changes or modifications to Aegis Telecom Terms and Conditions of Service will supersede anything found in this informational tariff once posted on the Aegis Telecom website. Conditions of Service, currently posted to the Company's website, replace and supersede all previous versions of the Terms and Conditions of Services.

2.1.6 Customer Responsibility

- (A) The Customer is responsible for payment of all charges for facilities and services furnished the Customer, including charges for services originated, or charges accepted, at such facilities.
- (B) All ordinary expense of maintenance and repair in connection with equipment, facilities, and services provided by the Company is borne by the Company unless otherwise specified elsewhere. In case of damage to or destruction of any of the Company's instruments or accessories due to the negligence or willful act of the Customer and not due to ordinary wear and tear, the Customer will be held responsible for the cost of restoring the equipment to its original condition, or of replacing the equipment destroyed. The Company may suspend a Customer's service while Customer effectuates replacement or repair of equipment. In the case of a mobile handset, a Customer may pay an equipment replacement fee of \$75.00.
- (C) The Customer is required to reimburse the Company for loss, through theft, of equipment or apparatus furnished by the Company.

2.1.7 Maintenance and Repair

- (A) To the extent not encompassed herein, the subscriber is solely responsible for all maintenance and repair on Company provided equipment.

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2.1.8 Hazardous or Inaccessible Locations

- (A) In areas the Company considers hazardous or inaccessible to its Employees, the customer may be required to furnish, install and maintain the facilities or equipment.
- (B) Such installations are subject to Company approval to erasure safety, reliability, and network integrity.

2.1.9 Equipment Arrangements

- (A) Aegis Telecom's Lifeline and Link-Up further described in Section 3, may provide eligible subscribers with a handheld phone. This equipment may be provided at no additional charge. Customers may also provide their own equipment, provided it is compatible with the Company's network and complies with the FCC's rules.
- (B) Company provided equipment will be as follows dependent upon the service provided:
 - 1) A handheld mobile phone kit that operates in the 850 — 1900 Mhz frequency range.
 - 2) The kit will include an AC charger
 - 3) The Company reserves the right to provide subscribers a refurbished handset.
 - 4) The Company reserves the right to provide subscribers any type of available handset that will work on the Company's network. Subscribers have no right to expect or demand a particular make or model handset.

2.1.10 Late Payments

- (A) A late payment charge in the amount of one and one-half percent (1.5%) per month, or the maximum allowable by law, of any balance remaining unpaid after the date due may be added to Customer's balance due to Company once that unpaid balance has been due and payable for thirty (30) days or more.
- (B) Customer shall pay all cost, fees and expenses of any kind which Company may incur in the collection of all amounts due from Customer, including, without limitation, all Company cost, attorney's fees, collection agency fees or commissions or other collection or cost or expenses of any kind or nature.

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2.1.11 Liability of the Company

(A) Limitations

- 1) Customer acknowledges that the wireless service may not be completely private and is of such nature that wireless may be interrupted, lost or limited for many reasons other than the negligence of the Company, including, but not limited to, dialing errors, power failures, leaving wireless coverage area, malfunctioning equipment, interruptions in the Company's interconnections to wireline, wireless, or interexchange carriers, "dead spots" or other incomplete coverage areas within Company's local service area.
- 2) Company shall not be liable for any damages arising from the causes listed above, or any other causes beyond the direct and exclusive control of the Company.
- 3) Company's liability for its own negligence or any other reason may not in any event exceed the prorated charge for service during the period damages occurred.
- 4) In no event shall the Company be liable for any special, incidental or consequential damages, losses or injuries.
- 5) No liability shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions or delays of the Company, its agents, servants or employees in the establishing, furnishing, rearranging, moving, terminating or changing of wireless service or facilities.
- 6) Customer agrees to indemnify Company and hold Company harmless from all suits, liabilities, cost and claims of any kind arising out of any actions omissions or use of the service or a cellular station of or by customer, any user or any other individual or entity with customer's or a users consent.
- 7) The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties.

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- 8) The Customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.
- 9) When the facilities of other companies are used in establishing connection to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies and their agents, servants or employees.
- 10) The Company shall not be liable for any defacement of customer's premises resulting from the existence of the Company's apparatus, or wiring, on such premises, or caused by the installation or removal, when such defacement or damage is not the result of the negligence of the Company.

2.1.12 Advance Payment for Service

- (A) Charges for service must be paid by the subscriber in advance in cash, or where the Customer is creditworthy, charged to a credit card acceptable to the Company.

2.1.13 Assigning and Changing of Telephone Numbers

- (A) The Customer has no property right in the telephone number and the Company may change the telephone number of a Customer whenever the Company considers it necessary in the conduct of the Company's business.

2.1.14 Termination of Service

- (A) The Company may terminate service, with notice, for the following reasons:
 - 1) Nonpayment of any sum due the Company beyond the payment due date.
 - 2) Due to Customer's breach of any provision of the Company's rules, terms and conditions or due to Customer's violation of any applicable rule, regulation or tariff or reasonable standards of the Company.

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- 3) Due to Customer's use of foul, obscene or profane language over the lines of the Company.
 - 4) Due to Customer's use the service fraudulently or in violation of any laws, rules or regulations.
 - 5) Any use of service that interferes with another Customer's service or that is used for any purpose other than communication.
 - 6) Customer's use of Directory Assistance to obtain a name, address or telephone number for any purpose other than to facilitate the making of a telephone call shall constitute an abuse of the service.
- (B) Once a disconnection order has been completed, service will be reestablished only upon the basis of a new application for service in addition to any charges due up to the date of suspension.

2.1.15 Suspension of Service

- (A) The Company may, at its discretion, suspend service to a Customer for up to three (3) months (a) at the Customer's request, or (b) for noncompliance with the Cellular Service Agreement which is susceptible to cure.
- (B) 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 telephone service previously furnished, until the indebtedness is satisfied.
- (C) The Company may refuse to return a Customer's applicable paid charges where the Customer has previously ordered the same or similar product(s) or service(s) and cancelled such same or similar product or service.
- (D) The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain suitable rights and facilities, without unreasonable expense, and to provide for the installation of those facilities.
- (E) When an application for service, for which special engineering must be undertaken is canceled in whole or in part before service is established, the applicant or Customer is required, on demand, to reimburse the Company for all expense incurred in connection with the application for service and the installation of the required equipment and facilities before notice of cancellation is received. Such charges are not to exceed the service, construction and termination charges otherwise applicable if the service had been established.

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SECTION 3— DESCRIPTION OF SERVICE

3.1 Wireless Service

3.1.1 Scope of Service

- (A) Services are limited to the operating range and capacity of the Company's wireless system in the Company's service area and may be changed from time to time.
- (B) Service depends on over-the-air radio transmissions. Many factors beyond the Company's control may affect the Company's ability to make and receive calls on the Company wireless handset and the quality of those calls including, but not limited to, the location, the conditions of the atmosphere, terrain, nearby buildings and other structures, network capacity issues, system outages or failures of equipment to operate as expected, a problem that occurs with service we purchase from someone else, system upgrades, performance of maintenance work, accidents or other events outside of the Company control. As a result, Services, including calls or attempted calls to emergency services, may be interrupted, may fail, or may be below normal quality levels. The Company takes no responsibility for service interruptions or problems caused by factors beyond the Company control.
- (C) Statements by the Company's employees, representatives, or agents regarding system coverage is intended to describe approximate coverage and should not be interpreted to mean that Service will available without interruption.
- (D) Customers agree to hold the Company harmless against any and all claims, demands, actions, or other causes of action (including actions by third parties) arising out of the use or attempted use of the service.
- (E) Service is available to Lifeline qualified and non-Lifeline qualified consumers who make a reasonable request at charges and under the terms and conditions contained in and throughout this tariff.
- (F) Lifeline qualified and non-Lifeline qualified subscribers may purchase amounts of airtime on a prepaid basis in denominations described in Section 2.2.3 of this tariff. Airtime is valid and available for use as detailed in Section 2.2.8 of this tariff.
- (G) In order to keep service active, non-Lifeline qualified subscribers must purchase and load airtime under the terms and conditions described in Section 2.2.9 of this tariff.

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- (H) A Service Activation Fee of \$72.00 is required to activate a subscriber's service irrespective of product or service offering. Lifeline qualified and non-Lifeline qualified subscribers have access to the Activation Fee Bonus Credits which will be applied to any remaining Service Activations Fee as outlined in Sections 2.7.2 and/or 2.7.3.

3.1.2 Activating and using an Aegis Telecom Handset.

- (A) Eligible customers will receive a standard handset at no charge. The handset may be a refurbished unit. Existing Company customers, who qualify for Aegis Telecom Lifeline Service and who would like to use their existing handset, are requested to call 855-392-7747.

3.1.3 Airtime Cards.

- (A) Aegis Telecom Airtime cards are available in denominations of \$3.00, \$5.00, \$10.00, \$20.00, \$30.00 and \$50.00.
- (B) Airtime, when used for standard cellular calls, will be decremented at the uniform rate of \$0.20 per minute. In addition, specific denominations of airtime include bonus minutes which effectively reduce the customers rate per minute as indicated in the chart below:

Airtime Card Face Value	Standard Minutes	Bonus Minutes	Total Minutes	Actual Cost per Minute
\$3.00	15		15	\$0.20
\$5.00	25		23	\$0.20
\$10.00	50	33	83	\$0.12
\$20.00	100	100	200	\$0.10
\$30.00	150	200	350	\$0.10
\$50.00	250	450	700	\$0.07

- (C) A standard cellular call is considered to be a call that does not include the following types of usage:
- 1) informational services;
 - 2) directory assistance or operator services;
 - 3) multi-media usage;
 - 4) Texting
 - 5) other usage as determined applicable by the Company

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- (D) Deduction of minutes for a completed call from a customer's handset will begin when the SEND key is pressed and will end when either party ends the call, rounded to the nearest minute. Call detail records will only be provided where required by applicable law.
- (E) Airtime minutes do not have any cash value. The purchase of a Aegis Telecom Prepaid Wireless airtime card is nonrefundable.
- (F) Aegis Telecom Prepaid Wireless airtime cards, airtime rate plans, and card denominations are subject to change without prior notice.
- (G) Aegis Telecom customers may purchase and use a Aegis Telecom handset any Aegis Telecom Prepaid Wireless airtime cards.
- (H) The additional bonus minutes value airtime is applicable only to airtime and is applicable for use when making or receiving standard cellular calls and is not applicable to text messaging or any other service offered.
- (I) Aegis Telecom reserves the right to periodically change or modify the additional bonus minutes value airtime. The Company may, but in no way is limited to, utilizing its website and/or the company's Terms and Conditions to provide notice to existing or potential subscribers of these changes. Aegis Telecom reserves the right to add or increase additional value or monetary benefit to an^y subscribers account without notice.

3.1.4 Emergency Calls

- (A) Aegis Telecom handsets can reach 911 Emergency services regardless of minutes remaining on the handset.
- (B) As previously stated, many factors beyond the Company's control may affect the ability to make and receive calls on an Aegis Telecom handset, which include, but are not limited to, atmospheric conditions, terrain, nearby buildings and other structures, network capacity issues, system outages or failures of equipment to operate as expected, a problem that occurs with service we purchase from someone else, system upgrades, performance of maintenance work, accidents or other events outside of the Company's control. If a customer is in an area where the handset is searching for a wireless signal or where there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Customers should not rely solely on Aegis Telecom handsets in an emergency situation. In an emergency, locate the nearest

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landline phone and call for help. Aegis Telecom takes no responsibility for service interruptions or problems caused by factors beyond the Company's control.

- (C) Statements by Aegis Telecom, its employees, representatives, or agents regarding system coverage is intended to describe approximate coverage and should not be interpreted to mean that Service will available without interruption.

3.1.5 Data Services

- (A) With existing Aegis Telecom phone models, customers are not able to download ring tones, graphics, access information services such as news, weather and sports ("Information Services") and utilize multi-media services ("MMS") (ringtones, graphics, Information Services and MMS are collectively referred to as "Data Services"). Data Services are not currently additional Services offered by the Company.
- (B) Aegis Telecom does not provide Data Services on any of its existing handsets at this time. Aegis Telecom reserves the right to offer or discontinue Data Services, or portions thereof, without notice.
- (C) Data Services are not available in analog service areas. Aegis Telecom is not responsible to provide Data Services. If the Data Services, or any part thereof, are offered and then discontinued or canceled, Aegis Telecom will NOT refund/reimburse you for any remaining used or unused subscription time.

3.1.6 Subscription to Information Services

- (A) Aegis Telecom does not at this time offer subscription-based Information Services (news, weather and sports). Aegis Telecom reserves the right to offer or discontinue subscription-based Information Services, or portions thereof, without notice.
- (B) Reserved for future use.

3.1.7 Rates and Charges

- (A) General
 - 1) Customers are responsible for paying all charges including, but not limited to 1) charges for optional Service features selected by the Customer; 2) directory assistance calls; 3) Service reconnection charges; 4) all applicable surcharges, fees, taxes, and regulatory charges. Customers are responsible for all charges applicable to Customer

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- handset service, whether or not Customer was the user of the wireless phone. Aegis Telecom will automatically deduct applicable charges from the Customer's available minutes.
- 2) Changes to a surcharge, fee or tax will become effective as provided by the taxing authority and change to applicable contribution amounts for the Federal Universal Service Fund ("FUSF") and other regulatory charges shall become effective immediately.
 - 3) The Company's Non-Lifeline, Non-Government Assisted Service is made available at standard airtime rates as provided in 3.1.3 preceding and does not include discounts applicable only to Lifeline qualified low-income consumers, which includes Federal Tier One, Tier Two, Tier Three and the Company provided support detailed in Section 3.2.4 of this tariff.
- (B) Monthly Maintenance Fee
- 1) A monthly maintenance fee of \$0.99 will be automatically deducted from the available minutes of a handset with active service.
- (C) Roaming
- 1) Customers who use their service outside of the Company's Designated Service Area will incur a Roaming Charge of \$0.59 per minute.
 - 2) Roaming charges are applicable in addition to standard usage charges and are automatically deducted from the customer's balance of available minutes.
- (D) Directory Assistance
- 1) Customers may access Directory Assistance service from their Aegis Telecom handset.
 - 2) The rate for Directory Assistance calls is \$1.25 per each request.
 - 3) Directory Assistance charges are applicable in addition to standard usage charges and are automatically deducted from the customer's balance of available minutes.

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(E) Text Messaging

- 1) Customers who subscribe to the Company's SMS Text Messaging Service will be charged a rate of \$0.10 per text for a domestic text and \$0.25 per text for an international text.
- 2) Text messaging charges apply in addition to standard usage charges and will be automatically deducted from a customer's balance of available minutes. The Company does not offer Premium SMS Text Messaging Service at this time.
- 3) The Company's SMS Text Messaging Service requires certain equipment. Most handsets are capable of receiving text messages, however sending text messages requires two-way SMS capable equipment.
- 4) SMS Text Messaging rate applies per message per address sent to and per message received. The Company reserves the right to charge additional rates to any SMS usage generated by "short codes."

(F) Multi-Media Services

- 1) The Company does not at this time offer Multi-Media Services ("MMS").
- 2) If the Company does in the future offer MMS services, charges will apply in addition to standard usage charges and will be automatically deducted for a customer's balance of available minutes.

(G) International Calling

1) International calls will be charged at the following rates:

- | | | |
|----|-----------------------------------|-------------------|
| a) | Canada, Guam, and Mexico | \$0.34 per minute |
| b) | Mexico (cellular) | \$0.49 per minute |
| c) | Puerto Rico | Included as Local |
| d) | All other international locations | \$1.59 per minute |

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- 2) All International call usage is subject to applicable charges including but not limited to, international toll charges, airtime, taxes and surcharges. International call usage is applicable to voice service only.
- 3) The Company reserves the right to block calls to any international location without notice, and to suspend or terminate international calling capability without notice. Call Forwarding is blocked to all international locations.
- 4) The Company reserves the right to require subscribers, in order to complete an international call, the requirement to first dial a toll free number; or enter a "pound code;" or a "short code;" or a "star code" in order to complete the call.

3.1.8 Expiration of Airtime

A) Non-Lifeline, Non-Government Assisted Service

- 1) Any airtime purchased and loaded on a Non-Lifeline. Non-Government Assisted account will be valid and available for use for up to 90 days from the date the airtime value was loaded provided no additional airtime purchase(s) are loaded within the 90 day period from the date the last airtime purchase was loaded.
- 2) Failure to purchase and load additional airtime within the 90 day period from the date the last airtime purchase was loaded will result in loss of unused airtime.

B) Lifeline Assisted Service

- 1) Any airtime purchased and loaded on a Lifeline account will be valid and available as long as the subscriber remains active and eligible for Lifeline.
- 2) Additional airtime purchased or loaded on an account of a qualified Lifeline subscriber will also be available for use as long as the subscriber remains active and eligible for Lifeline unless otherwise stated.

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3.1.9 Maintaining an Active Account

- A) Non-Lifeline, Non-government Assisted Service
 - 1) In order to keep service active on a Non-Lifeline, Non-Government Assisted account, subscribers must purchase and load airtime at least once during any consecutive 120 day period. As explained in 2.2.8 preceding, airtime expires 90 days from the date of loading. If no additional airtime is loaded within the 30 days after the 90 day airtime expiration period, (i.e. 90 days + 30 days = 120 days), the Non-Lifeline, Non-Government Assisted Service will be deactivated.
 - 2) Once service has been deactivated, the Company may reassign a previously assigned phone number to a different end user.
 - 3) Should a Non-Lifeline, Non-Government Assisted phone number be deactivated, as detailed above, a new phone number will be issued to an end user that reactivates service.

- B) Lifeline Assisted Service
 - 1) Subscribers on the Company's Lifeline program will have active service while enrolled in the Lifeline program. If de-enrolled for any reason whatsoever from the Lifeline program, the subscribers service will default to Non-Lifeline, Non-Government Assisted Service and will then be required to purchase and load airtime at least once during any consecutive 120 day period.
 - 2) Airtime for Non-Lifeline, Non-Government Assisted subscribers expires 90 days From the date of loading. Consistent with the terms of 2.2.9.A.1. if no additional airtime is loaded within 30 days after the 90 day expiration period ((i.e. 90 days + 30 days = 120 days), the Non-Lifeline, Non-Government Assisted Service will be deactivated.
 - 3) Once service has been deactivated, the Company may reassign a previously assigned phone number to a different end user.
 - 4) Should a Non-Lifeline, Non-Government Assisted phone number be deactivated, as detailed above, a new phone number will be issued to an end user that reactivates service.

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3.2 Wireless Lifeline Program

3.2.1 General

- (A) Aegis Telecom's Wireless Lifeline Program is a wireless telecommunications service that provides reduced monthly service rates and is made available to qualified low-income consumers.
- (B) Qualified consumers will have the ability to acquire a wireless service that includes a free handset, local and long distance calling, and selected custom calling features that does not require a credit check, deposit, or contract.
- (C) Customers will be able to purchase additional airtime at authorized retail outlets located throughout the designated service area in denominations as indicated in Section 3.1.3 preceding.

3.2.2 Eligibility Criteria

- (A) As a federal default state, Mississippi follows the federal guidelines for eligibility. Per the requirements of 47 CFR § 54.409, a consumer is qualified to receive Lifeline service if their total household income is at or below 135% of the Federal Poverty Guidelines or if they participate in one or more of the following federal assistance programs:
 - 1) Medicaid
 - 2) Food Stamps
 - 3) Supplemental Security Income (SSI)
 - 4) Federal Public Housing Assistance (Section 8)
 - 5) Low Income Home Energy Assistance Program (LIHEAP)
 - 6) National School Lunch Program's free lunch program
 - 7) Temporary Assistance for Needy Families

3.2.3 Certification and Verification of Eligibility for Low-Income Programs

- (A) Potential subscribers may access information about the Lifeline and Link Up programs offered by Aegis Telecom, Inc. via the Company's website.
- (B) All subscribers applying for the Aegis Telecom Lifeline and LinkUp Service offering and who qualify through participation in one or more of the approved needs based programs, must complete and return to Aegis Telecom a signed Self-Certification Application. Potential subscribers may print a blank Self-Certification Application off of the Company's website or may elect to complete "on-line". Self-Certification Applications are available on the Aegis Telecom website. Consumers without internet access may request to have a copy of the form mailed to them by contacting a Aegis Telecom's Wireless Customer Service

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Representative at toll free 855-392-7747.

- (C) Potential subscribers who elect to digitally sign the self-certification online do so in accordance with the requirements of the federal Electronic Signatures in Global and National Commerce Act ("ESIGN") which does not allow a signature to "be denied legal effect, validity, or enforceability solely because it is in electronic form." Consistent with ESIGN requirements, potential subscribers, including those with internet access, are afforded the choice of Self-Certifying their eligibility for Lifeline and Link Up electronically or on paper. Subscribers who elect to use a paper Self-Certification Application may return the completed and signed application, along with any supporting documentation that may be required, to Aegis Telecom via fax, email, live chat or delivery via the United States Postal Service ("USPS"). Applicants who prefer to submit the Self-Certification Application to Aegis Telecom, LLC via USPS can mail the completed Application to:

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- (D) Potential subscribers are required to list their primary residential address on the 'Self-Certification Application and to identify all of the programs in which they participate. By Self-Certifying their eligibility, the Applicant certifies, under penalty of perjury, the following:
- 1) Applicant meets the eligibility criteria as described in 3.2.2.
 - 2) Applicant authorizes Aegis Telecom, Inc. or its duly appointed representative(s) to access records relating to applicant, or applicant's family, that may reside in any state or federal database in order to verify applicant's eligibility in the Lifeline/Link Up program(s);
 - 3) Applicant authorizes representatives of any state or federal assistance program to verify or otherwise discuss with and /or provide copies of records relating to applicant's eligibility by virtue of participation in a qualifying program;
 - 4) Applicant will notify Aegis Telecom, Inc. in the event that applicant no longer participates in at least one of the qualifying state or federal assistance programs;
 - 5) Applicant certifies that no resident at applicant's

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- primary residential address currently participates in or receives Lifeline benefits;
- 6) Applicant agrees to cancel current Lifeline service in favor of the service provided by Aegis Telecom, Inc. should any resident at the applicant's primary residential address participates in and receive Lifeline benefits from any other telecommunications
 - 7) Applicant certifies that applicant, or no other resident at the applicants primary residential address, has utilized or received Link Up benefits at the applicant's primary residential address;
 - 8) Applicant affirms under penalty of perjury, that the forgoing representations are true and correct to the best of applicant's knowledge and belief.
- (E) Consumers who reside in a state that allows enrollment in Lifeline and Link Up via income based eligibility criteria are required to certify, under penalty of perjury, that their household income does not exceed the relevant income threshold (i.e. 135% of the Federal Poverty Guidelines). In addition, potential subscribers must present documentation consistent with the requirements of 47 C.F.R. § 54.400(f).
- (F) Proof of eligibility should be provided to the Company at the time of application for service.
- (G) Lifeline credits will not be provided until all required proof of eligibility is received by the Company.
- (H) Consistent with the FCC's pronouncements, Aegis Telecom will verify annually the continued eligibility of a statistically valid sample of the Company's Lifeline subscribers in Mississippi.
- (I) Under this form of verification, ETCs can verify directly with a state that particular subscribers continue to be eligible or they may survey the subscriber directly and provide the results to USAC. In doing so, Aegis Telecom will notify selected Lifeline customers via text message prior to their service anniversary date that each customer must confirm his/her continued eligibility for Lifeline in accordance with the requirements of The FCC's 2004 Report and Order and Further Notice of Proposed Rulemaking and 47 C.F.R. § 54.410.
- (J) Customers will be directed to Aegis Telecom's website where they will then certify their continued eligibility for Lifeline and Link Up. Customer's who either do not have internet access or who choose to verify eligibility via paper form, will be able to complete the annual verification

provider;

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process by mailing a verification form to Aegis Telecom via the US PS.

- (K) Receipt of a customer's annual verification form will be a prerequisite for the customer's continued eligibility to receive Lifeline-supported services. Customers who do not provide verify their eligibility will have their Lifeline discounts removed in accordance with the provisions of 47 C.F.R. § 54.405.

3.2.4 Applicable Discounts

- (A) Under the Company's Wireless Lifeline Program, Aegis Telecom will use all low- income universal service support to provide airtime minutes ensuring that the consumer receives 100% of all universal service support funding for which the Company will seek reimbursement.
- (B) Aegis Telecom estimates the current total amount of federal monthly support per eligible subscriber to be \$10.00.
- (C) Based on the amount of expected support, Aegis Telecom anticipates it will be able to provide each qualified subscriber with sixty-eight (68) minutes of free airtime per month. Aegis Telecom reserves the right to increase the amount of provided monthly minutes or decrease the amount of minutes provided to each qualified subscriber with the amount of total support available.
- (D) Qualified customers can purchase additional airtime in denominations and rates indicated in 3.1.3 preceding.
- (E) As stated in 47 C.P.R. § 54.403(a)(3), "additional federal Lifeline support in an amount equal to one-half of any state-mandated Lifeline support or Lifeline support otherwise provided by the carrier, up to a maximum of \$1.75 per month in federal support, will be made available to the carrier providing Lifeline service to a qualifying low-income consumer if the carrier certifies to the Administrator that it will pass through the full amount of Tier-Three support to its qualifying low-income consumers and that it has received any non-federal regulatory approvals necessary to implement the required rate reduction."
- (F) Consistent with this requirement, Aegis Telecom hereby files this tariff in order to provide Tier-Three support to qualified

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Lifeline subscribers and to receive reimbursement for the same.

- (G) Upon acceptance of this tariff, Aegis Telecom, anticipates the amount of federal support will increase from the support currently received to the following, which the Company will provide to eligible Mississippi consumers in the form of free air time:
- | | |
|--------|--|
| Tier 1 | \$6.50 (or SLC Tariff Rate of Incumbent) |
| Tier 2 | \$1.75 |
| Tier 3 | \$1.75 |
- (H) In compliance with the requirements of 47 C.F.R. § 54.403(a)(3), and upon the approval of the Administrator. Aegis Telecom will increase the amount of carrier provided support from the current level to \$3.50 thereby allowing eligible consumers to receive the maximum amount of Tier-Three support as detailed in 47 C.F.R. § 54.403(a)(3).
- (I) Based on the increase in carrier support and the receipt of Tier-Three support, Aegis Telecom anticipates that the total amount of monthly support per eligible subscriber will be \$13.50, which the Company will provide to qualified subscribers each month in the form of free minutes of usage.
- (K) Acceptance of this tariff will constitute the "non-federal regulatory" approval necessary to implement the required rate reduction of the Company's Non-Lifeline, Non-Government Assisted minutes.
- (L) As required. Aegis Telecom will certify to the Administrator ("USAC") that it 1) will pass through the full amount of Tier-Three support to its qualifying low-income consumer; and 2) has received the required non-federal regulatory approval necessary to implement the rate reduction of the Company's non-Lifeline minutes.
- (M) Upon approval of the Administrator, Aegis Telecom will increase the amount of free minutes, provided to each qualified Lifeline subscriber, from fifty (50) minutes to sixty-eight (68) minutes of free usage each month and will seek reimbursement for Tier Three support provided in advance to qualified subscribers.

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3.2.5 Scope of Service

- (A) The Company provides the following Custom Calling features:
 - 1) Caller ID; Call Waiting; Call Forwarding; 3-Way Calling; Basic Voice Mail.
- (B) Airtime includes both local and domestic long distance calling.
- (C) International Long Distance is available at the rates specified in Section 3.1.7(I)
- (D) In the event that all airtime has been used, Lifeline customers will have the capability of purchasing additional airtime in denominations and at rates indicated in 3.1.3 preceding.
- (E) All calls to *611, any of the Company's toll free customer service numbers and calls to the Customer Service IVR will incur standard airtime charges.
- (F) Wireless handsets will be delivered at no charge to qualifying customers, service will be activated, and the requisite number of minutes will be added upon certification of the customer for Lifeline and Link-Up.
- (G) Unused minutes will roll over from month-to-month and "fresh" minutes will be automatically loaded to the currently available minutes of the account of each customer on a monthly basis month.
- (H) Airtime charges apply to all calls simultaneously, and airtime charges apply to message retrieval.
- (I) Airtime charges and domestic long distance charges apply to forwarded/transferred calls even in the event the call is sent to a wireline telephone.

3.3 Link-Up Program for Wireless Service

3.3.1 General

- (A) The Code of Federal Regulations defines Link Up as an assistance program for qualifying low-income consumers, which an eligible telecommunications carrier shall offer as part of its obligation set forth in § 54.101(a)(9) and 54.101(b).
- (B) Link Up provides a reduction in a carrier's customary charge for commencing telecommunications service for a single telecommunications connection of half of the customary charge or \$30.00, whichever is less.
- (C) Consistent with federal requirements, Aegis Telecom will apply the Link Up discount to the Company's customary activation charge of \$60.00, thereby reducing the cost to \$30.00.
- (D) Federal regulations require an ETC to offer qualifying subscribers

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a deferred schedule for payment of the charges assessed for commencing service, for which the consumer does not pay interest. The interest charges not assessed to the consumer shall be for connection charges of up to \$200.00 that are deferred for a period not to exceed one year. Charges assessed for commencing service include any charges that the carrier customarily assesses to connect subscribers to the network.

- (E) Consistent with this requirement, Aegis Telecom will offer qualifying subscribers the option to pay the remaining balance of the \$30.00 Service Activation Fee or defer the remaining activation charge spread over a period of 12 months at \$2.50 per month.
- (F) Qualifying subscribers have the option to defer the remaining activation charge.
- (G) On any additional airtime purchases made by the subscriber the following credits will be applied to the subscriber's account towards the outstanding balance owed by the subscriber towards the balance of the deferred Service Activation Fee:

\$5.00 Additional Airtime	\$1.50 Credit
\$10.00 Additional Airtime	\$3.00 Credit
\$20.00 Additional Airtime	\$6.00 Credit
\$30.00 Additional Airtime	\$9.00 Credit

- (H) The Company reserves the right to modify the credits received by the subscriber without notice.

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SECTION 4— SERVICE CHARGES

4.1 Service Activation Fee

4.1.1 General

- (A) A Service Activation Fee of \$60.00 will be imposed by Aegis Telecom to activate a customer's service irrespective of product offering.
- (B) Link-Up discounts will be applied to reduce the Service Activation Fee for qualified subscribers as indicated in 3.3 following.

4.2 Nonrecurring Charge for Restoral of Service

4.2.1 General

- (A) A nonrecurring charge will be applied to reestablish service if service is suspended for proper cause, toll service or other regulated charges, but an order providing for complete disconnection has not been completed_ All charges up to the date of the suspension are due prior to restoral of service.

4.2.2 Rates and Charges

- (A) The following charge will be applied:
 - 1) Non-recurring Charge - Each line restored \$ 36.00.

4.3 Optional Deferred Service Activation Fee Bonus Credit

4.3.1 General

- A. Under the Optional Deferred Service Activation Fee Bonus Credit program, subscribers that add any monetary value denomination of additional airtime (e.g. \$3, \$5, \$10 retail face value) will receive a "Deferred Service Activation Fee Bonus Credit", which will be applied to the remaining balance, if any, of the subscribers Service Activation Fee (SAF ").
- B. The "Deferred Service Activation Fee Bonus Credit" will be based upon the retail dollar face value amount of the airtime purchase.
- C. The ``Deferred Service Activation Fee Bonus Credit" is not applicable to fees, taxes and surcharges.
- D. Reserved for future use.

4.3.2 Existing Subscriber Optional Deferred Service Activation Fee Bonus Credits

- A. Existing subscribers that add additional airtime to their account. via purchase of additional airtime, will receive an additional credit

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applied to the remaining balance, if any of their Service Activation Fee ("SAF").

- B. The credit amount will be based on the actual retail face value dollar amount of the purchase.
- C. Optional Deferred Service Activation Fee Bonus Credits will be applied to any remaining Service Activation Fee balance, if any, as follows:

Additional Airtime Card Retail Value	Standard SAF Credit	Bonus SAF Credit	Total Credit
\$3.00	\$3.00	\$0.00	\$3.00
\$5.00	\$1.50	\$3.50	\$5.00
\$10.00	\$3.00	\$7.00	\$10.00
\$20.00	\$6.00	\$14.00	\$20.00
\$30.00	\$9.00	\$21.00	\$30.00
\$50.00	\$15.00	\$35.00	\$50.00

4.3.3 New Subscriber Optional Deferred Service Activation Fee Bonus Credits

- A. New subscribers that add additional airtime to their account, via purchase of additional airtime, will receive an additional credit applied to the remaining balance, if any of their Service Activation Fee ("SAF").
- B. The credit amount will be based on the actual retail face value dollar amount of the purchase.
- C. Optional Deferred Service Activation Fee Bonus Credits will be applied to any remaining Service Activation Fee balance, if any, as follows:

Additional Airtime Card Retail Value	SAF Credit
\$3.00	\$3.00
\$5.00	\$5.00
\$10.00	\$10.00
\$20.00	\$20.00
\$30.00	\$30.00
\$50.00	\$50.00

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SECTION 5— PROMOTIONAL OFFERINGS

5.1 Promotions

5.1.1 General

- (A) The Company may from time to time engage in promotions of its universal service offerings designed to attract new Customers or to increase awareness of particular offerings among existing Customers.
- (B) These promotions will be for a limited time period and will typically involve the waiver or discount of recurring and/or nonrecurring charges for service offerings.
- (C) Each promotion will be developed so that the revenue received by the Company will cover the direct marginal cost of the service being promoted.
- (D) Notwithstanding the above, the Company reserves the right to offer discounts on any and all types of services provided by the Company without prior notice or change to this tariff.

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SECTION 6 — UNIVERSAL SERVICE FUND

6.1 Universal Service Fund Contributions

6.1 General

- (A) The Company shall be responsible to collect and remit all applicable local, municipal, state and federal taxes, fees, surcharges and assessments including the Universal Service Fund contributions as applicable.
- (B) The Company reserves the right to deduct or offset from the applicable subscriber's account any dollar amounts that are outstanding and are associated with the customer's portion of all applicable local, municipal, state and federal taxes, fees, surcharges and assessments and shall be deducted in a first in/first out basis.
- (C) Per federal requirements, Aegis Telecom will contribute a percentage of the applicable Interstate revenues of the Company to the Universal Service Fund.

6.1 Calculations of USF Contributions

- (A) Pursuant to 47 C.F.R. § 54.706, Aegis Telecom, as provider of "interstate telecommunications to the public, for a fee" will contribute to the universal service support mechanisms.
- (B) Effective April 1, 2003, contributions to the mechanisms "shall be based on contributors' projected collected end-user telecommunications revenues". (emphasis added)
- (C) As such, all revenue received via reimbursements from the Universal Service Administrative Company ("USAC"), as reported on a carrier's FCC Form 499, is considered "exempt revenue" and as such is not included in the calculations of a carrier's Universal Service Fund ("USF") contributions.
- (D) For funding the federal universal service support mechanisms, beginning April 1, 2003, "the subject revenues shall be contributors' projected collected interstate and international revenues derived from domestic end users for telecommunications or telecommunications services, net of projected contributions".
- (E) Aegis Telecom will establish the projected collected interstate and international revenues derived from domestic end users through the traffic reports, which the Company will obtain from each of its underlying carriers.
- (F) In the event Aegis Telecom is unable to obtain traffic reports or is unable to determine the actual amount of interstate and international usage from the traffic reports of the underlying carriers, the

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- Company may, as an alternative, use the interstate "safe harbor" percentage of 37.1%, as established by the FCC.
- (G) Pursuant to 47 C.F.R. § 54.712, Aegis Telecom may recover contribution costs through interstate telecommunications-related charges to the Company's end users.
 - (H) The Company shall be responsible to collect and remit all applicable local, municipality, state, federal taxes, fees, surcharges and assessments including the Universal Service Fund (where applicable). The Company also reserves the right to deduct or offset from the applicable subscriber's accounts any dollar amounts that are outstanding associated with the customer's portion of all applicable local, municipality, state, federal taxes, fees, surcharges and assessments including the Universal Service Fund. Such deductions or offsets shall be deducted from the applicable subscriber's account on a first in/first out basis.