

dPi Teleconnect , LLC d/b/a dPi Mobile

Service Description and Charges for the Wireless Telecommunications Service
Provided to End-Users Within the State of Missouri,

Informational Filing

Date:

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CHECK SHEET

The pages of this informational filing as listed below are effective as of the date shown below. Revised Sheets contain all changes from the original informational filing that are in effect as of the date indicated.

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**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS
INFORMATIONAL FILING**

The following symbols shall be used in this informational filing for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- N To signify new rate or regulation.
- R To signify reduced rate.

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SECTION 1 – WIRELESS SERVICES

1.1 Wireless Service (Informational Filing Only)

1.1.1 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. For a complete listing can be found on the Company's website located at www.dpimobile.com.

1.1.2 Application of Informational Filing

- (A) This Informational Filing 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.

1.1.3 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.
- (B) The Company has no obligation to provide wireless services outside the Company's Designated Service Area or outside the Company's service territory.

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SECTION 1 – WIRELESS SERVICES, CONT'D**1.1.4 Terms and Conditions of Service**

- (A) dPi Mobile's Terms and Conditions described herein governs the sale and delivery of wireless services ("Service" or "Services") to eligible subscribers by dPi Mobile and any of its subsidiaries and/or affiliates ("us," "we," "the Company" or "dPi Mobile") and is between the Customer (the purchaser or user of the Services) and dPi Mobile.
- (B) These "Terms and Conditions of Service" supplement the "Terms and Conditions of Service" of dPi Mobile. In the event of a conflict or inconsistency, the dPi Mobile, Terms and Conditions of Service will apply.
- (C) dPi Mobile's Terms and Conditions of Service contain important information about disputes, if any, which will be resolved through Arbitration instead of a court trial. dPi Mobile 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 dPi Mobile Terms and Conditions of Service will supersede anything found in this Informational Filing once posted on the dPi Mobile website found at www.dpimobile.com. Terms and Conditions of Service, currently posted to the Company's website, replace and supersede all previous versions of the Terms and Conditions of Services.

1.1.5 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.

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SECTION 1 – WIRELESS SERVICES, CONT'D

- (C) 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 up to \$125 depending on make and model of the handset.
- (D) The Customer may be required to reimburse the Company for loss, through theft of equipment or apparatus failure furnished by the Company, unless covered under loss prevention insurance.

1.1.7 Maintenance and Repair

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

1.1.8 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.

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SECTION 1 – WIRELESS SERVICES, CONT'D**1.1.9 Equipment Arrangements**

- (A) dPi Mobile's Lifeline and Link-Up program 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 800 – 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.
 - 5) The Company will provide the subscriber the ability to purchase a new or higher-end refurbished handset for its prepaid product at an additional charge to the Customer.

1.1.10 Late Payments

- (A) A late payment charge may be added 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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SECTION 1 – WIRELESS SERVICES, CONT'D

1.1.11 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 call 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 user's consent.

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SECTION 1 – WIRELESS SERVICES, CONT'D

- 7) The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties.
- 8) The Customer indemnifies and holds 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.

1.1.12 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 Customer'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.

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SECTION 1 – WIRELESS SERVICES, CONT'D

- (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 be 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.

1.1.13 Activating and using a dPi Mobile 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 dPi Mobile Lifeline Service and who would like to use their existing handset, are requested to call 1-800-350-4009 or visit the web at www.dpimobile.com.

1.1.14 Airtime Cards.

- (A) dPi Mobile Airtime cards are available in denominations of \$20.00, \$30.00, and \$60.00.
- (B) Airtime, when used for standard cellular calls, is valued at and will be decremented at the following rates:

\$13.50	68 Minutes (30 Day Expiration)
\$20.00	100 Minutes (30 Day Expiration)
\$30.00	200 Minutes (30 Day Expiration)
\$60.00	500 Minutes (30 Day Expiration)

- (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) other usage as determined applicable by the Company
- 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.

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SECTION 1 – WIRELESS SERVICES, CONT'D

- (E) Airtime minutes do not have any cash value. The purchase of a dPi Mobile Prepaid Wireless airtime card is non-refundable.
- (F) dPi Mobile Prepaid wireless airtime cards, airtime rate plans, and card denominations are subject to change without prior notice.
- (G) dPi Mobile customers may purchase and use dPi Prepaid Airtime for use with any Mobile handset when using dPi Mobile Prepaid Wireless airtime cards.

1.1.15 Emergency Calls

- (A) dPi Mobile handsets can reach 911 Emergency services regardless of minutes remaining on the handset subject to limitations stated elsewhere in this Informational Filing.
- (B) As previously stated, many factors beyond the Company's control may affect the ability to make and receive calls on a dPi Mobile 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 dPi Mobile handsets in an emergency situation. In an emergency, locate the nearest landline phone and call for help. dPi Mobile takes no responsibility for service interruptions or problems caused by factors beyond the Company's control.

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

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SECTION 1 – WIRELESS SERVICES, CONT'D

1.1.16 Data Services

- (A) With existing dPi Mobile phone models, pre-paid only customers will be 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) dPi Mobile does not provide Data Services on any of its existing handsets at this time. dPi Mobile reserves the right to offer or discontinue Data Services, or portions thereof, in the future, without notice.
- (C) Data Services are not available in analog service areas. dPi Mobile is not responsible to provide Data Services. If the Data Services, or any part thereof, are offered and then discontinued or canceled, dPi Mobile will NOT refund/reimburse you for any remaining used or unused subscription time.

1.1.17 Subscription to Information Services

- (A) dPi Mobile does not at this time offer subscription-based Information Services (news, weather and sports). dPi Mobile reserves the right to offer or discontinue subscription-based Information Services, or portions thereof, without notice.

1.1.18 Rates and Charges

- (A) General
 - 1) Customers are responsible for paying all charges including, but not limited to 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 handset service, whether or not Customer was the user of the wireless phone.

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SECTION 1 – WIRELESS SERVICES, CONT'D

dPi Mobile will automatically deduct applicable charges from the Customer's available minutes. 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.

(B) Monthly Maintenance Fee

- 1) Reserved for Future Use.

(C) Roaming

- 1) Lifeline customers incur the same per minute benefit regardless of Roaming. Pre-paid customers who use their service outside of the Company's Designated Service Area will incur a Roaming Charge of \$0.45 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) Customer's may access Directory Assistance service from their dPi Mobile handset.
- 3) Directory Assistance charges are applicable as standard usage charges and are automatically deducted from the customer's balance of available minutes.

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SECTION 1 – WIRELESS SERVICES, CONT'D

(G) Texting

- 1) Customer's who subscribe to the Company's SMS Texting Service will be charged a rate of 1 usage minute per 1 text message. Higher usage replenishment plans increase this ratio to 3 usage minutes per 1 text message.
- 2) Texting 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 or international SMS Texting Service at this time.
- 3) The Company's SMS Texting Service requires certain equipment. Most handsets are capable of receiving text messages; however sending text messages requires two-way SMS capable equipment. All equipment provided by dPi is fully 2-way capable.
- 4) SMS Texting 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."

(H) 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.

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SECTION 1 – WIRELESS SERVICES, CONT'D

(I) International Calling

RESERVED FOR FUTURE USE.

(J) Service Activation Fee

- 1) A Service Activation Fee of \$60.00 will be imposed to activate a customer's service irrespective of product offering.
- 2) Link-Up discounts will be applied to reduce the Service Activation Fee for qualified subscribers as indicated herein.
- 3) Company may further discount Service Activation fee on behalf of Lifeline/Link-Up customers, to bring activation charge to zero.

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SECTION 1 – WIRELESS SERVICES, CONT'D

1.2 Wireless Lifeline Program

1.2.1 General

- (A) dPi Mobile's Wireless Lifeline Program is a wireless telecommunications service made available to qualified 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 1.1.14 preceding.

1.2.2 Eligibility Criteria

- (A) To qualify for Lifeline, the applicant's annual income shall not exceed 150% of the federal poverty income standards as determined by the United States office of management and budget and as approved by the state treasurer, or the person must 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
 - 5) Low-income home energy assistance program
 - 6) National school lunch program's free lunch program
 - 7) Temporary assistance for needy families
 - 8) Veterans, Administration Disability Benefits
 - 9) State Blind Pension,
 - 10) State Aid to Blind Persons,
 - 11) State Supplemental Disability Assistance
 - 12) Federal Social Security Disability
 - 13) Federal Supplemental Security Income

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SECTION 1 – WIRELESS SERVICES, CONT'D

1.2.3 Applicable Discounts

- (A) Under the Company's Wireless Lifeline Program, dPi Mobile 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) dPi Mobile anticipates it will receive the following amount of federal USF Lifeline support, which the Company will provide to eligible consumers in the form of free air time:
 - Tier 1 \$5.30 (or SLC Tariff Rate of Incumbent)
 - Tier 2 \$1.75
 - Tier 3 \$3.50

- (C) In order to ensure the eligible subscriber receives the maximum amount of federal matching Tier 3 support, dPi Mobile will provide an additional support amount of \$3.50 per month for each qualified customer bringing the total amount of monthly support per eligible subscriber to \$12.30.

- (D) Based on the amount of expected support, dPi Mobile will provide each qualified subscriber with sixty eight (68) minutes of free airtime per month. dPi Mobile reserves the right to modify the amount of minutes provided to each qualified subscriber equivalent to the amount of federal support changes, if any.

- (E) Qualified customers can purchase additional airtime in denominations and rates indicated in 1.1.14 preceding.

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SECTION 1 – WIRELESS SERVICES, CONT'D

1.2.4 Scope of Service

- (A) The Company provides the following Custom Calling features: Caller ID; Call Waiting; Call Forwarding; 3-Way Calling; Basic Voice Mail.
- (B) Airtime includes both local and domestic long distance calling.
- (C) International is available on a pre-paid operator assisted basis or through a 3rd party pre-paid access PIN account
- (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 1.1.14 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.

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SECTION 1 – WIRELESS SERVICES, CONT'D

- (G) Unused minutes will not roll over from month-to-month. New monthly minutes will be automatically loaded to the currently available minutes of the account of each customer on a monthly basis.
- (H) Airtime charges apply to all calls simultaneously, and airtime charges apply to message retrieval.
- (G) Airtime charges and domestic long distance charges apply to forwarded/transferred calls even in the event the call is sent to a wireline telephone.

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SECTION 1 – WIRELESS SERVICES, CONT'D

1.3 Link-Up Program for Wireless Service

1.3.1 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, dPi Mobile 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 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) dPi Mobile may offer qualifying subscribers a \$30 discount, leaving a zero sign on balance for eligible subscribers.

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SECTION 1 – WIRELESS SERVICES, CONT'D

1.4 ADVANCE PAYMENT FOR SERVICE

1.4.1 General

- (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.

1.5 Nonrecurring Charge for Restoral of Service

1.5.1 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.

1.5.2 Rates and Charges

- (A) The following charge will be applied:

- 1) Non-recurring Charge - Each line restored \$ 20.00.

- (B) Customers may purchase one of our recharge cards below for additional airtime.

\$13.50	68 Minutes (30 Day Expiration)
\$20.00	100 Minutes (30 Day Expiration)
\$30.00	200 Minutes (30 Day Expiration)
\$60.00	500 Minutes (30 Day Expiration)

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SECTION 1 – WIRELESS SERVICES, CONT'D

1.6 ASSIGNING AND CHANGING OF TELEPHONE NUMBERS

1.6.1 General

- (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.

1.7 TERMINATION OF SERVICE

1.7.1 Reasons for Termination

- (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.
 - 3) Due to Customer's use the service fraudulently or in violation of any laws, rules or regulations.
 - 4) Any use of service that interferes with another Customer's service or that is used for any purpose other than communication.
 - 5) 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.

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SECTION 1 – WIRELESS SERVICES, CONT'D

1.8 SUSPENSION OF SERVICE

1.8.1 General

- (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 1 – WIRELESS SERVICES, CONT'D

1.9 PROMOTIONAL OFFERINGS

1.9.1 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 Informational Filing.

1.10 Universal Service Fund Contributions

1.10.1 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, dPi Mobile will contribute a percentage of the applicable Interstate revenues of the Company to the Universal Service Fund.

Date:

**Charles L. Schneider, Jr., Senior Vice President
dPi Mobile, LLC
1330 Capital Parkway
Carrollton, TX 75006**

SECTION 1 – WIRELESS SERVICES, CONT'D**1.10.2 Calculations of USF Contributions**

- (A) Pursuant to 47 C.F.R. § 54.706, dPi Mobile, 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 for 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) dPi Mobile will establish the projected collected intrastate and interstate 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 dPi Mobile is unable to obtain traffic reports or is unable to determine the actual amount of intrastate and interstate usage from the traffic reports of the underlying carriers, the 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, *dPi Mobile* may recover contribution costs through interstate telecommunications-related charges to the Company’s end users.

Date:

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SECTION 1 – WIRELESS SERVICES, CONT'D

- (F) 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, municipalities, 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 of a first in first out basis.

Date:

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