

**EXHIBIT E**

**Impact Telecom, Inc.**

**Proposed Interexchange Tariff**

**IMPACT TELECOM, INC.**

**INTEREXCHANGE CARRIER TARIFF**

The Company's tariff applies to the furnishing of service for intrastate interexchange telecommunication services provided by Impact Telecom, Inc., with principal offices at 9250 E. Costilla Ave., Ste. 400, Greenwood Village, CO 80112. This tariff applies for services furnished within the State of Illinois. This tariff is on file with the Illinois Commerce Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

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Issued: November 16, 2009

By: Bob Beaty, President  
Impact Telecom, Inc.  
9250 E. Costilla Avenue, Ste. 400  
Greenwood Village, CO 80112

Effective:

CHECK SHEET

Pages 1 through 44 inclusive of this tariff are effective as of the date shown at the bottom of each respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>
1	Original	31	Original				
2	Original	32	Original				
3	Original	33	Original				
4	Original	34	Original				
5	Original	35	Original				
6	Original	36	Original				
7	Original	37	Original				
8	Original	38	Original				
9	Original	39	Original				
10	Original	40	Original				
11	Original	41	Original				
12	Original	42	Original				
13	Original	43	Original				
14	Original	44	Original				
15	Original						
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25	Original						
26	Original						
27	Original						
28	Original						
29	Original						
30	Original						

\* Indicates new page revision with this issue

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**TABLE OF CONTENTS**

TITLE PAGE..... 1

CHECK SHEET ..... 2

TABLE OF CONTENTS ..... 3

SYMBOLS ..... 4

TARIFF FORMAT ..... 5

SECTION 1 –TECHNICAL TERMS AND ABBREVIATIONS..... 6

SECTION 2 – APPLICATION AND SCOPE ..... 7

SECTION 3 – GENERAL RULES AND REGULATIONS..... 8

SECTION 4 – DESCRIPTION OF SERVICES..... 36

SECTION 5 – INTRALATA TOLL USAGE & MILEAGE CHARGES ..... 37

SECTION 6 – RATES & FEES ..... 40

**SYMBOLS**

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

- (C) To signify a changed regulation.
- (D) To signify decreased or discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify material moved from another tariff location with no changes.
- (N) To signify a new rate or regulation.
- (R) To signify a change resulting in a reduction to a Customer's Bill.
- (T) To signify a change in text or regulation but no change in rate.

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**TARIFF FORMAT**

- A. **Page Numbering.** Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
- 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 Illinois Commerce Commission. For example, the 4th revised Page 34 cancels the 3rd revised Page 34. Because of deferrals, notice periods etc., the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the Check Sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence.** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheet.** When a tariff filing is made 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 pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check Sheet if these are the only changes made to it (i.e., the format, etc.). The subscriber should refer to the latest Check Sheet to find out if a particular page is the most current page on file with the Commission.

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

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

Authorized User – A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Commission – Illinois Commerce Commission

Company – Impact Telecom, Inc.

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

LATA – Local Access Transport Area. The area within which the Company provides long distance (“intraLATA”) service. Calls to numbers outside the area (“interLATA”) service are considered long distance.

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

**SECTION 2 – APPLICATION AND SCOPE OF TARIFF**

**2.1 Application of Tariff**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications resale services provided by the Company to Customers within the state of Illinois.

**2.2 Scope**

Company's services are provided subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by Company between and among points in Illinois are governed by this tariff.

**2.3 Interconnection with Other Carriers**

Service provided by Company may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than Company. However, service provided by Company is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

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**SECTION 3 – GENERAL RULES AND REGULATIONS****3.1 Undertaking of the Company****3.1.1 General**

Pursuant to this tariff, Company undertakes to provide within the service area in which Company has been approved for certification the regulated intrastate, intraLATA, interexchange services, and the services described in Section 4.0.

**3.1.2 Limitations**

- A. Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff in compliance with limitations set forth in the Commission's rules.
- B. Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by Company, when necessary because of lack of facilities, or due to some other cause beyond Company's control on a non-discriminatory basis.
- C. The furnishing of service under the tariffs of Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- D. Company reserves the right to discontinue service when the customer is using the service in violation of the provisions of this tariff, signed contract, or the law, with notice as required by the rules of the Commission.

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**SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)****3.2 Use and Limitations of Services**

- 3.2.1 Services provided under this tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the services.
- 3.2.2 The use of Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 3.2.3 The use of Company's service without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 3.2.4 Company does not transmit messages, but the services may be used for that purpose.
- 3.2.5 Customers shall not use the service provided under this Tariff for any unlawful purpose.
- 3.2.6 The Customer is responsible for notifying the Company immediately of any unauthorized use of service.
- 3.2.7 All facilities under this Tariff are directly controlled by the Company and the Customer may not transfer or assign the use of the service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 3.2.8 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transfer.

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**SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)****3.2 Use and Limitations of Service (Cont'd)**

3.2.9 No Customer shall use any service mark or trademark of Company or refer to Company in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of Company.

**3.3 Limitations on Liability**

3.3.1 The liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set for in this Tariff.

3.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, regardless of the form of action whether in contract, tort, negligence of any kind whether active or passive, strict liability, or otherwise.

3.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

3.3.4 When service is interrupted for at least twenty-four (24) hours due to such factors as storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the Tariff monthly rate shall apply for each full twenty-four (24) hour period during which the interruption continues after notice by the Customer to the Company.

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**SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)****3.3 Limitations on Liability (Cont'd)**

3.3.5 The Company shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment for use in conjunction with services provided by the Company; or (3) common carriers.
- B. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided services; or by means of the combination of Company-provided services with Customer-provided equipment or services;
- C. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises;
- D. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- E. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- F. Any non-completion of calls due to network busy conditions;
- G. Any calls not actually attempted to be completed during any period that service is unavailable.

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**SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)****3.3 Limitations on Liability (Cont'd)**

- 3.3.6 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or service provided by the Company.
- 3.3.7 The Company assumes no responsibility for the availability or performance of any related service under the control of other entities, or for other facilities provided by other entities used for service to the Customer. Such services are provided subject to such degree of protection or non-pre-emption as may be provided by the other entities.
- 3.3.8 Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 3.3.9 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, **INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

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**SECTION 3 – GENERAL RULES AND REGULATIONS (cont'd)****3.4 Equipment****3.4.1 Inspection, Testing, and Adjustment**

Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's equipment. Company may interrupt the service at any time, without penalty to itself, unless interruption exceeds twenty-four (24) hours.

**3.4.2 Interference and Hazard**

The operating characteristics of Customer premises equipment or communications systems connected to Company's services must not interfere with, or impair, any of the services offered by Company. Additionally, connected Customer premises equipment must not endanger the safety of Company employees or the public, damage or interfere with the proper functioning of Company's equipment, or otherwise injure the public in its use of Company's services.

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**SECTION 3 – GENERAL RULES AND REGULATIONS (cont'd)****3.4 Equipment (Cont'd)****3.4.3 Maintenance and Repair****A. Customer Liability**

The Customer shall be responsible for damages to Company's facilities used in the provision of regulated services caused by the negligence or willful act of the Customer or those using Company's service through the Customer. The Customer may not physically modify or intrude upon, rearrange, disconnect, remove, or attempt to repair any of Company's facilities except upon written consent of Company.

**B. Leased or Owned Facilities**

The Customer's obligation to Company is the same whether the facilities involved are Company's facilities or are facilities leased by Company from another party. If Company incurs expenses due to the Customer's actions that result in damage or impairment of Company's owned or leased facilities, Company will pass on to the Customer any and all expenses to repair Company's facilities or that the owner imposes on Company for leased facilities.

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**SECTION 3 – GENERAL RULES AND REGULATIONS (cont'd)****3.5 Contract for Service**

Installation of certain services may require a contractual agreement between the Customer and the Company. The contractual agreement specifies the terms and conditions of service not covered by this tariff. The contract does not alter the obligations of the Company to Customers as described in this tariff. The term of the services shall commence and will remain in effect from the service activation date for the term of the contract. In the event the Company continues to provide service beyond the end of the initial term without an additional written agreement between the parties, then Company shall continue to provide service to the Customer under the terms of the then applicable tariff and applicable terms of the expired contract under a month-to-month arrangement. Company may choose to renew the contract for a period equal to its original term by giving the Customer notice of the proposed renewal. If the Customer does not timely advise Company that Customer desires to terminate the contract at the end of the contract then the contract will renew.

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**SECTION 3 – GENERAL RULES AND REGULATIONS (cont'd)**

**3.6 Application for Service**

**3.6.1 Information Required**

When applying for service, each prospective Customer will be required to furnish Company with the following information:

- A. The name of the party who will be responsible for payment for the service provided.
- B. The address or addresses or exact location of the premises where service is to be provided and billed.
- C. Any information required to make a proper determination of appropriate creditworthiness.

**3.6.2 Initiation of Service**

Service shall be deemed to be initiated upon the service activation date. For multi-location customers, service shall be deemed to be initiated upon service activation at the first location.

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**SECTION 3 – GENERAL RULES AND REGULATIONS** (cont'd)**3.7 Deposits****3.7.1 Deposit Requirements**

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

**3.7.2 Amount of Deposit**

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

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**SECTION 3 – GENERAL RULES AND REGULATIONS (cont'd)****3.7 Deposits (cont'd)****3.7.3 New or Additional Deposit**

A new or additional deposit may be required to cover the amount provided in Section 3.7.2 above when a deposit has been refunded or is found to be inadequate by virtue of abnormal usage or nonpayment. Written notice shall be mailed advising the Customer of any new or additional deposit requirement, and the Customer shall have twelve (12) calendar days from the date of mailing to provide the new or additional deposit. The new or additional deposit is payable at the address specified in Section 3.7.4.

**A. Abnormal Toll Usage**

For customers with at least six (6) consecutive months of service, "abnormal toll usage" is defined as at least a twenty-five percent (25%) increase in monthly usage charges amounting to at least twenty dollars (\$20). The Customer's average monthly bills for not less than the three (3) prior months shall be used in determining the increase. For customers with less than six (6) consecutive months of service, "abnormal toll usage" is defined to exist when one (1) month's service exceeds the deposit attributable to the service by twenty-five percent (25%) amounting to at least twenty dollars (\$20).

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**SECTION 3 – GENERAL RULES AND REGULATIONS (cont'd)**

**3.7 Deposits (cont'd)**

**3.7.4 Handling of Deposits**

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

**3.7.5 Receipts**

A receipt of deposit will be furnished to each Customer from whom a deposit is received. Upon request, duplicate receipts will be provided to Customers who have lost their receipts if the deposits are substantiated by Company's records.

**3.7.6 Customer Obligations**

The existence of a deposit in no way relieves the Customer of the obligation to comply with Company's regulations for the prompt payment of bills.

**SECTION 3 – GENERAL RULES AND REGULATIONS (cont'd)**

**3.7 Deposits (cont'd)**

**3.7.7 Refund**

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

**3.7.8 Interest**

Simple interest at the rate specified by the Commission (currently 6%) shall be credited or paid to the Customer while the Company holds the deposit.

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**SECTION 3 – GENERAL RULES AND REGULATIONS (cont'd)****3.8 Billing****3.8.1 Monthly Billing**

Bills to Customers will be issued monthly unless Company is authorized by the Commission to bill at other than monthly intervals because of unusual circumstances. Local service charges are billed in advance. Certain toll charges and NRCs are billed in arrears. If a Customer elects, Company may issue a billing statement to a Customer in an electronic format only.

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional, and long distance services provided by a third party vendor. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

**3.8.2 Bill Contents**

The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the last date for timely payment, which shall not be less than twenty (20) days after the bill is rendered; the amount of the net charge, stated by category, for local service, bundled packages, packages of long distance minutes, ancillary services and equipment, toll service, information service, sales tax and excise tax, and of any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. Company will also comply with reasonable requests for bill detail.

**SECTION 3 – GENERAL RULES AND REGULATIONS (cont'd)**

**3.9 Payment for Service**

**3.9.1 Return Check Charge**

When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$30.00.

**3.9.2 Late Payment Charges**

- A. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, including arrears.
- B. Late payment charges will apply to final accounts.
- C. Bills which are paid by mail, the date of the postmark will be considered the date of payment.

**SECTION 3 – GENERAL RULES AND REGULATIONS (cont'd)**

**3.9 Payment for Service (cont'd)**

**3.9.3 Partial Payment**

If a Customer makes a partial payment in a timely manner and does not designate the service for which payment is made, the payment shall first be applied to the undisputed balance for local service, with the remainder applied on a pro rata basis to regulated services and toll service. Any remainder will then be applied to deregulated and unregulated services other than toll. Any late payment penalty charge will be applied only to the outstanding balance for regulated services.

**3.9.4 Timely Payment for Residential Customers**

Each residential Customer is permitted to have a last day for timely payment changeable for cause in writing.

**3.9.5 Collection**

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.

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**SECTION 3 – GENERAL RULES AND REGULATIONS** (cont'd)**3.9 Payment for Service** (cont'd)**3.9.6 Taxes and Fees**

Any governmental assessments, fees, licenses, or other similar taxes or fees imposed upon Company may be charged to Customers receiving Company's service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among such Customers on the basis of Customers' monthly charges for the types of service made subject to the taxes or fees. Such taxes and fees will be separately stated on bills.

LNP, USF, TRS, TTY/TDD and 9-1-1 surcharges will also be charged where applicable.

**3.10 Disputes and Complaints****3.10.1 Disputed Bills**

In the event of a dispute concerning the bill, Company will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 3.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill. Service shall not be disconnected for nonpayment of the disputed amount.

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**SECTION 3 – GENERAL RULES AND REGULATIONS** (cont'd)**3.10 Disputes and Complaints** (cont'd)**3.10.2 Complaint Procedures**

Inquiries, general questions, or complaints may be directed informally to Impact Telecom by telephone, in person, or in writing at Company's office located at 9250 E. Costilla Avenue, Suite 400, Greenwood Village, CO 80112. Business and residential customers can reach Company's customer service department by dialing 1-866-557-8918. Company's customer service department accepts calls on a twenty-four-hour-a-day basis. Complaints concerning the charges, practices, facilities, or services of Company will be investigated promptly and thoroughly. Company will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable Company to review and analyze its procedures and actions for at least thirty (30) days. Each Customer may file with the Commission for resolution of disputes. Each complainant will be mailed a statement of the complainant's right to contact the Commission at:

Illinois Commerce Commission  
Consumer Assistance  
527 East Capitol Avenue  
Springfield, IL 62701  
Toll Free – 1-800-524-0795

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**SECTION 3 – GENERAL RULES AND REGULATIONS (cont'd)****3.11 Service Refusal, Disconnection, and Suspension****3.11.1 Notice of Pending Disconnection**

Prior to the disconnection of service, Company shall provide a written notice to the Customer setting forth the reason for disconnection, the amount due and the final date by which the account must be paid or alternate arrangements be made. Final dates shall be no less than ten (10) calendar days with respect to an unpaid bill after the notice is rendered and no less than twelve (12) calendar days with respect to an unpaid or new deposit. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The notice will specify Company's address and 1-866-557-8918 for business and residential customers as a number at which a Company representative can be reached to provide additional information about the disconnection.

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**SECTION 3 – GENERAL RULES AND REGULATIONS** (cont'd)

**3.11 Service Refusal, Disconnection, and Suspension** (cont'd)

3.11.2 Reasons for Service Refusal, Disconnection, and Suspension

Service may be refused, disconnected, or suspended:

- A. Without notice if a condition on the Customer's premises is determined by Company to be hazardous.
- B. Without notice if the Customer uses the service in such a manner as to adversely affect Company's equipment or Company's service to others.
- C. Without notice if equipment furnished, leased, or owned by Company is subject to tampering.
- D. Without notice if there is unauthorized use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.

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**SECTION 3 – GENERAL RULES AND REGULATIONS (cont'd)****3.11 Service Refusal, Disconnection, and Suspension (cont'd)****3.11.2 Reasons for Service Refusal, Disconnection, and Suspension (cont'd)**

- E. With prior written notice if there are reasonable grounds to believe there is a violation of or noncompliance with Company's regulations on file with the Commission, municipal ordinances, or law.
- F. With prior written notice if the Customer or prospective Customer fails to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in Company's regulations filed with the Commission as conditions for obtaining service, or withdraws such equipment or terminates those permissions or rights, or fails to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service.
- G. With prior written notice if the Customer fails to permit Company reasonable access to its equipment.
- H. With prior written notice if the Customer routinely uses abusive or profane language or makes physical threats in conversations with Company personnel, or otherwise abuses access to customer service personnel by making repeated unwarranted calls that are unrelated to specific service issues.

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**SECTION 3 – GENERAL RULES AND REGULATIONS (cont'd)**

**3.11 Service Refusal, Disconnection, and Suspension (cont'd)**

3.11.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill

Except as restricted by Section 3.11.2, service may be refused, disconnected, or suspended for nonpayment of a bill if Company has made a reasonable attempt to effect collection and:

- A. Company has provided the Customer with ten (10) days' prior written notice with respect to an unpaid bill or twelve (12) days written notice with respect to an unpaid new deposit.
- B. Company is open, at minimum, one more hour and open the following day of the scheduled disconnection.
- C. In the event of a dispute concerning the bill, Company will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 3.10.2 shall continue, and service shall not be disconnected for nonpayment of the disputed amount.

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**SECTION 3 – GENERAL RULES AND REGULATIONS (cont'd)****3.11 Service Refusal, Disconnection, and Suspension (cont'd)****3.11.4 Insufficient Reasons for Refusal, Suspension, or Discontinuance of Service**

The following reasons are not sufficient cause for refusal, suspension, or discontinuance of service to a present or prospective Customer:

- A. Delinquency in payment for service by a previous occupant of the premises to be served, unless that occupant is a Customer of the same household as the customer.
- B. Failure to pay for unregulated services or equipment purchases.
- C. Failure to pay the bill of another Customer as guarantor thereof.
- D. Failure to pay for a different type or class of public utility service or 900, 960 or 976 calls disputed by the Customer. However, if a residential customer has requested that Company remove the free 900 or 976 call blocking service, then that Customer shall be fully responsible for payment of all such calls regardless of who made the call from the Customer's telephone line.
- D. Failure to pay for information service not regulated by the Commission.
- F. Permitting another occupant of the premises access to the telephone utility service when that other occupant owed an uncollectible bill for service rendered at a different location.

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**SECTION 3 – GENERAL RULES AND REGULATIONS (cont'd)****3.11 Service Refusal, Disconnection, and Suspension (cont'd)****3.11.5 Medical Emergency**

Notwithstanding any other provision of this tariff, Company will postpone the disconnection of service to a residential Customer for a reasonable time, not to exceed thirty (30) days, if the Customer produces verification from a physician or a public health or social services official stating that telephone service is essential due to an existing medical emergency of the Customer, a member of the Customer's family, or any permanent resident of the premises where service is rendered. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to Company within five (5) days. This postponement may be limited to sixty (60) days within a continuous twelve (12) month period or a lesser period agreed upon by Company and the customer or physician.

**3.11.6 Temporary Service**

When Company renders temporary service to a Customer, the Customer may be required by Company to bear the entire cost of installing and removing the service facilities in excess of any salvage realized.

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**SECTION 3 – GENERAL RULES AND REGULATIONS (cont'd)****3.12 Cancellations and Deferments of Service**

When a Customer cancels or defers an order for service before the service is activated, a charge applies that will allow Company to recover its un-recovered costs, including but not limited to outside vendor charges, engineering, labor, materials, and equipments. Charges apply as follows:

**3.12.1 Cancellation**

In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with the cancellation. Those costs include, but are not limited to, costs of outside vendors, engineering, labor, non-recoverable materials, and equipment expense.

**3.12.2 Deferment of Start of Service**

- A. If a request for deferment of service is received by Company prior to the date an order for equipment or service is placed with Company's supplier, no charge shall apply. For deferments received by Company subsequent to the date the order for equipment or service is placed with Company's supplier, a monthly recurring charge based upon the costs incurred prior to the request for the deferment applies.
- B. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering, labor, and transportation, shall be billed in total. Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate that would have applied had the service been established. Company will also charge the Customer who defers service any and all rates and charges incurred by Company for any leased facilities for which Company is held responsible. Company will make a good faith effort to minimize those rates and charges whenever possible.

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**SECTION 3 -- GENERAL RULES AND REGULATIONS (cont'd)****3.13 Information Service Access Blocking**

Where facilities are available, Company shall institute call blocking to all "900", "960" and "976" prefix numbers, without charge for the first block subject to applicable law. If a customer chooses to eliminate the free call blocking service for these types of calls, the Customer shall be fully responsible for all such charges regardless of who made such calls from the Customer's telephone line. Company will comply with all applicable rules of the Commission concerning such blocking.

**3.14 Allowances for Interruptions in Service**

A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

**3.14.1 Credit for Interruptions**

- A. An interruption period begins when the Customer reports a service to be interrupted. An interruption period ends when the service is operative.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption.

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**SECTION 3 – GENERAL RULES AND REGULATIONS (cont'd)****3.14 Allowances for Interruptions in Service (Cont'd)****3.14.1 Credit for Interruptions (Cont'd)**

- C. A credit allowance will be given, upon request of the customer, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows.
1. if interruption continues for less than 24 hours:
    - a. 1/30<sup>th</sup> of the monthly rate if it is the first interruption in the same billing period.
    - b. 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
  2. if interruption continues for more than 24 hours:
    - a. 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applied to the first 24 hours of the second and subsequent interruptions.

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

**SECTION 3 – GENERAL RULES AND REGULATIONS (cont'd)**

**3.14 Allowances for Interruptions in Service (Cont'd)**

**3.14.1 Credit for Interruptions (Cont'd)**

**D. Credit to Customer**

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service furnished by the Company rendered useless or substantially impaired.

**E. "Interruption" Defined**

For the purpose of applying this provision the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both. "Interruption" does not include and no allowance shall be given for service due to, circuits busy or other network shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspects or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the service, or any other reason covered by the Tariff.

**3.14.2 Limitations on Credit Allowances**

No credit allowances will be made for:

- A. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user.
- B. interruptions of service due to circumstances or causes beyond the control of the Company.

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**SECTION 4 – DESCRIPTION OF SERVICES****4.1 Services Offered**

The Company offers Interexchange services on a retail and wholesale basis. Pricing for wholesale will be provided via ICB only.

**4.2 Promotional Offerings**

Company may from time to time engage in special promotions of limited duration. These promotions may be in the form of waiver or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new Customers or to increase existing Customer awareness of a particular service. All promotions will be offered on a non-discriminatory basis to eligible Customers.

**4.3 Individual Case Basis (ICB)**

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective customer for service which vary from tariffed arrangements. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

**4.4 Preferred Carrier Selection (PIC Freeze)**

The Company offers a free service called Preferred Carrier Selection or PIC Freeze. PIC refers to the customer's Primary Interexchange Carrier. This service is available to all Customers. Preferred Carrier Section allows customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, or both as permanent choices which may not be changed absent further authorization from the Customer. At the time a Customer contacts the Company to establish a freeze, a representative will advise him/her on how to facilitate a change of provider(s) on a frozen account.

**SECTION 5 – INTRALATA TOLL USAGE AND MILEAGE CHARGES**

**5.1 IntraLATA Toll Usage**

5.1.1 Description

- A. IntraLATA toll service is furnished for communication between different calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called number, except as otherwise provided in this Tariff.
  
- B. IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, 3<sup>rd</sup> number billed, special toll billing, requests to notify of time and charges, person to person calling and other station-to-station calls.

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**SECTION 5 – INTRALATA TOLL USAGE AND MILEAGE CHARGES** (Cont'd)**5.2 Regulations and Computation of Mileage**

Calls for which rates are mileage sensitive are rates on the airline distance between the originating rate center and the terminating rate center.

**5.2.1 Calculation of Mileage**

- A. Usage charges for all mileage products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.
- B. Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor tariffs. To determine the airline distance between any two locations, proceed as follows:
  1. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
  2. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
  3. Square each difference obtained in step 2, above.

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**SECTION 5 – INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)****5.2 Regulations and Computation of Mileage (Cont'd)****5.2.1 Calculation of Mileage (Cont'd)**

4. Add the square of the "V" difference and the "H" difference obtained in step 3, above.
5. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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**SECTION 6 – RATES AND FEES****6.1 General Rate Information****6.1.1 RBOC – ITC Surcharge**

Dedicated rates pursuant to this tariff are based upon the condition that the Customer will terminate at least eighty percent (80%) of Customer's total termination usage and originate at least eighty-five (85%) of the Customer's total origination usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC"). The Company shall apply a surcharge of three cents (\$0.03) per minute of use to the number of minutes that exceed twenty percent (20%) of the total Non-RBOC termination minutes and four cents (\$0.04) per minute of use to the number of minutes that exceed fifteen percent (15%) of the total Non-RBOC origination minutes.

**6.1.2 Charge for Non-Billable Toll Free Calls**

If a Customer's usage of a toll-free number results in the non-billable (non-completed) calls for such toll-free number in any month to be greater than seven percent (7%) of the billable (completed) calls for such toll-free number in that month, the Company may charge Customer a non-discountable \$0.02 charge for each non-billable call.

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**SECTION 6 -- RATES AND FEES (CONT'D)**

**6.2 Monthly Revenue Commitment (MRC)**

- 6.2.1 Standard  
No MRC with 1 year term
- 6.2.2 Tier 1 (3% discount)  
\$5,000.00 MRC with 2 year term
- 6.2.3 Tier 2 (5% discount)  
\$10,000.00 MRC with 2 year term
- 6.2.4 Tier 3 (8% discount)  
\$25,000 MRC with a 2 year term
- 6.2.5 Tier 4 (10% discount)  
\$25,000 MRC with a 3 year term

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**SECTION 6 – RATES AND FEES (CONT'D)****6.3 Rate Schedules**

<b><u>Per Minute</u></b>	<b><u>Standard</u></b>	<b><u>Tier 1</u></b>	<b><u>Tier 2</u></b>	<b><u>Tier 3</u></b>	<b><u>Tier 4</u></b>
Inbound Switched Service	\$0.1612	\$0.1582	\$0.1561	\$0.1561	\$0.1511
Outbound Switched Service	\$0.1312	\$0.1282	\$0.1261	\$0.1261	\$0.1211
Inbound Dedicated Service	\$0.1312	\$0.1282	\$0.1261	\$0.1261	\$0.1211
Outbound Dedicated Service	\$0.1012	\$0.0982	\$0.0961	\$0.0931	\$0.0911
			<b><u>Term of Contract (12 months)</u></b>		
<b><u>Transmission Speed</u></b>			<b><u>Minimum</u></b>	<b><u>Maximum</u></b>	
DS1			\$500.00	\$1,000.00	

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**SECTION 6 – RATES (CONT'D)****6.4 Ancillary Charges**

	<u>MRC</u>	<u>NRC</u>
Outbound Account Codes (non-verified)	\$10.00	\$ 25.00
Outbound Account Codes (verified)	\$10.00	\$ 25.00
Inbound Account Codes (non-verified)	\$60.00	\$ 85.00
Inbound Account Codes (verified)	\$60.00	\$ 85.00
Monthly CDR per CD ROM	\$75.00	\$ 00.00
PICC Surcharge:		
Business Single Line	\$00.00	\$ 00.00
Business Multi-Line	\$ 1.50	\$ 00.00
Centrex	\$ 0.53	\$ 00.00
ISDN Line/BRI	\$ 2.81	\$ 00.00
ISDN/PRI	\$23.92	\$ 00.00
Direct termination Overflow (per order)	\$90.00	\$ 75.00
8YY SMS Fee (per active 8YY)	\$ 0.80	\$ 0.50
8YY Directory Assistance (per 8YY listed)	\$35.00	\$ 35.00
8YY Area Code Blocking	\$00.00	\$ 30.00
8YY DNIS Deliver (per order)	\$00.00	\$700.00
8YY ANI Delivery (per trunk group)	\$75.00	\$150.00
Unauthorized PIC (per ANI)	\$00.00	\$ 25.00
Network Interconnection Charge	\$00.00	\$ 00.00

Direct Termination Overflow – Allows a dedicated access line customer to control potential congestion of calls placed on an 8YY number by sending overflow calls to another 8YY trunk group, WATS access line, dedicated access line or business line.

Dialed Number Identification – Allows a dedicated access customer to receive calls from multiple 8YY numbers on the same terminating trunk group by sending special identification digits along with the 8YY call to the customer site. Customer must have proper equipment to receive Real Time ANI.

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**SECTION 6 – RATES AND FEES (CONT'D)****6.4 Ancillary Charges (Cont'd)**

Real Time ANI – Allows a dedicated customer to receive the ANI of the calling party if the call originates from an equal access end office. Real Time ANI is currently provided via in-band signaling. Terminating equipment must accept FGD signaling.

Special Routing Features – Special Routing features such as Day of Week Routing, Holiday Routing, Time of Day Routing and Percentage Allocation Routing are not available.

**6.5 Directory Assistance**

A long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

	<u>Per Inquiry</u>
Directory Assistance Charge	\$0.75

**6.6 Reconnection Charge**

Business:      \$65.00 per line  
Residential:    \$45.00 per line