

NEKO International Computers Inc.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.13 SURCHARGES (Cont'd)

- 2.13.7 Customers surcharge shall apply for any inbound Payphone Originated Call for which NEKO does not identify a corresponding outbound call in the Customer's Completion Information file,. The Customer-provided Completion Information file shall have an indicator for each call to define whether the call is completed or non-completed to the called party. Customer shall include re-origination calls in the Completion Information file as required by the proceedings in FCC Docket No. 96-128 or any successor proceeding. Call times shall be submitted in Greenwich Mean Time ("GMT") unless otherwise agreed upon by Customer and NEKO's payphone compensation manager. Customer shall provide NEKO any additional information that NEKO may need in order to support the Payphone Originated Call Completion Information reconciliation process and to comply with the tracking and reporting obligations adopted by the FCC in Docket No. 96-128.
- 2.13.8 Customer hereby attests to the accuracy of any Completion Information submitted to NEKO and agrees to maintain records pertaining to Payphone Originated Calls for at least two (2) years from the date such calls were placed. The billing dispute provisions in the Agreement shall apply to any disputes relating to Payphone Originated Calls. Furthermore, NEKO reserves the right, for a period of two (2) years from the date of any call, to back-bill any Payphone Surcharges and associated penalties for any such calls deemed to be compensable as a result of any audit by or on behalf of a PSP, authorized clearinghouse, or regulatory authority. Such two (2) year record retention and back billing periods shall be extended if any such audit is commenced during such two-year period until sixty days after NEKO receives any claim or demand resulting from such audit. Customer shall pay to NEKO any amounts for which NEKO actually has to pay compensation as a result of such audit or collection issue within five (5) business days of receipt of written notice from NEKO that NEKO has paid such amounts. Customer shall indemnify NEKO for any liability or costs (including, without limitation, any back-billing, interest, penalties, legal fees, and legal expenses) NEKO incurs as a result of or relating to Payphone Calls including but not limited to NEKO's reliance on the Completion Information submitted by Customer.
- 2.13.9 If Customer elects not to provide or Customer fails to provide Payphone Originated Call Completion Information as defined above, NEKO will assume all Payphone Originated Calls receiving Answer Supervision are compensable. In such an event, NEKO will report and pay the PSPs for

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