Interstate/International Rates Terms and Conditions Page 1

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## INTERSTATE AND INTERNATIONAL RATES, TERMS, AND CONDITIONS

Terms of service and rates are applicable to interstate and international inmate calling services furnished by:

Telmate, LLC

This Interstate and International Rates, Terms, and Conditions Document contains the publicly available rates, terms, conditions for interstate services between and among domestic points within the United States and to specified international locations. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Federal Communications Commission. This RTC Document shall be maintained in its current form and made available for inspection at the Company's business office at 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042. This RTC Document also is available for review at www.gettingout.com.

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#### **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Ancillary Service Charge** – Any charge Customers may be assessed for the use of Inmate calling services that are not included in the per-minute charges assessed for individual calls.

Average Daily Population - As defined in 47 C.F.R. § 64.6000, as may be amended from time to time.

**Collect** - Calls billed to the called party and completed through an automated call processing system that prompts the call originator and the called party such that the call is completed without live operator assistance. A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

**Commission or FCC** – Refers to the Federal Communications Commission.

**Company** – Telmate, LLC, unless the context indicates otherwise.

**Correctional Facility or Correctional Institutions or Institutions** - Used throughout this RTC Document to refer to Prisons, Jails, penal facilities or other institutions used for penal purposes which contract with the Company for the provision of service for use by their Inmate population.

**Customer** - A person, firm, partnership, corporation, or other entity which arranges for the Company to provide, discontinue, or rearrange inmate calling services on behalf of itself or others; uses the Company's inmate calling services; and is responsible for payment of charges, all under the provisions and terms of this RTC Document. In the case of Collect calling services provided to Inmates of Correctional Institutions, the called party is the Customer and is responsible for payment of charges.

**Inmates** - The jailed population of Correctional Institutions who are authorized by the Institution to use the Company's service. Responsibility for payment of Inmate charges requires positive acceptance by a Customer (*i.e.*, billed to a third party) or pre-payment by the Inmate.

**International Destination** - As defined in 47 C.F.R. § 64.6000, as may be amended from time to time.

Jail - As defined in 47 C.F.R. § 64.6000, as may be amended from time to time.

**Prison** – As defined in 47 C.F.R. § 64.6000, as may be amended from time to time.

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

**RTC Document** – Refers to this Rates, Terms, and Conditions document.

**Site Commission** - As defined in 47 C.F.R. § 64.6000, as may be amended from time to time.

**Terminal Equipment** - Communications devices, apparatus and associated wiring on the Premises of the Customer.

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

# 2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications between locations in the United States and to specified international points for calls that are originated by Inmates of Correctional Institutions. The Company, through its call processing equipment, only provides automated Collect, prepaid, and debit Inmate calling services. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week, subject to restrictions and limitations of service imposed by the Correctional Institution.

The Company installs, operates, and maintains the communications services provided herein for Inmates in accordance with the terms and conditions set forth under this RTC Document and through contract with the Correctional Institution. The Company may act as the Correctional Institution's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Institution, to allow connection of an Institution's location to the Company's network. The Institution shall be responsible for all charges due for such service arrangement.

#### 2.2 Use of Service

Services are provided under this RTC Document to Correctional Institutions and may be used by authorized Inmates of Institutions for any lawful purpose for which the service is technically suited, subject to such limitations or restrictions established by the Institution.

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

## 2.3 Limitations of Service

- **2.3.1** Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this RTC Document.
- **2.3.2** Service is provided only to Correctional Institutions for use by authorized Inmates of the Institutions and is subject to any restrictions or limitations imposed by the Correctional Institution.
- **2.3.3** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer or Inmate is using service in violation of provisions of this RTC Document or the law.
- **2.3.4** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- **2.3.5** The Company reserves the right to discontinue service, limit service, or to impose requirements on Institutions as required to meet changing regulatory or statutory rules and standards.
- **2.3.6** The Company reserves the right to discontinue service when any governmental or regulatory condition imposed upon the Company materially and negatively impacts the financial viability of the service as determined by the Company in its business judgment.

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

# 2.4 Liability of the Company

- **2.4.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer or Inmate for the period during which the faults in transmission occur.
- **2.4.2** The Company shall not be liable for claim or loss, expense, or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this RTC Document, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Inmate against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this RTC Document; or for any act or omission of the Customer or Inmate; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- **2.4.4** The Company shall not be liable for any defacement of or damages to the Premises of an Institution resulting from the furnishing of service which is not the direct result of the Company's negligence.
- **2.4.5** The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.
- **2.4.6** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

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

# 2.5 Assignment or Transfer

All facilities or services provided under this RTC Document are directly or indirectly controlled by the Company and neither the Institution nor Inmate may transfer or assign the use of service or facilities without 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.

Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this RTC Document shall apply to all such permitted assignees or transferees, as well as all service conditions.

#### 2.6 Interconnection with Institution

The Company's facilities and service is used in conjunction with Company-provided telephone sets. The Institution is responsible for all costs at its Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. Terminal Equipment shall comply with the generally accepted minimum protective criteria standards of the communications industry as endorsed by the Federal Communications Commission.

## 2.7 Installation and Termination

Service is installed upon mutual agreement between the Institution and the Company.

#### 2.8 Interconnection with Other Carriers

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier.

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

# 2.9 Deposits and Advance Payments

# 2.9.1 Deposits

The Company does not normally require deposits. However the company reserves the right to collect a deposit from parties who are billed for collect calls from Inmates, pursuant to standards established by rules set forth and maintained in accordance with Commission rules.

## 2.9.2 Advance Payments

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

# 2.10 Payment for Service

#### 2.10.1 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or Inmate by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company). A balance is considered past due if unpaid twenty (20) days following the post mark date of the bill listing amounts owed by the Customer. The Company provides a variety of means for a Customer to make payments, including via website, mobile applications, live operator, and check or money order.

#### 2.10.2 Late Payment Fee

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to applicable law. One (1) late payment fee per calendar year will be forgiven.

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

## 2.10 Payment for Service (Cont'd)

# 2.10.3 Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within 20 days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges should be received orally or in writing by the Company as soon as possible.

The Company will promptly investigate and advise the Customer as to its findings concerning disputed charges. Adjustments will be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. If dissatisfied with the Company's resolution of a complaint, individuals may contact the Federal Communications Commission for final resolution.

#### 2.10.4 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers through available verification procedures. Where a requested billing method cannot be validated or maximum credit amount established, the Company may refuse to provide service.

Services provided by the Company are available to Inmates of Correctional Institutions in accordance with Institution-authorized programs. The Company may request that the Correctional Institution adopt, as part of its program, terms that enable the Company to collect the charges for all Inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

#### 2.10.5 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

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

## 2.11 Taxes and Fees

The Company reserves the right to bill any and all applicable state, local, and federal taxes, fees, and surcharges in addition to normal usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, Federal Universal Service Fund Surcharge, State Universal Service Fund Surcharge, Regulatory Surcharges, and Gross Receipts Tax. All applicable taxes, fees, and surcharges are billed as separate line items and are not included in the rates quoted in this RTC Document. All taxes, fees, and surcharges are subject to periodic adjustment. Federal Universal Service Fund Surcharges are calculated by multiplying the gross invoice amount attributable to interstate and international inmate calling services during each billing period by a percentage as determined by the FCC each calendar quarter.

# 2.12 Adjustment to Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

#### 2.13 Call Restrictions

Calling capabilities may be restricted by the administration of the Correctional Institution. The following types of calls will be blocked: directory assistance, 0-, 700, 800, 900, 976, 950, 10XXX, 1+ sent paid, third number billed, credit card, and local direct. The Institution may block calls to specific telephone numbers and may limit calling service to pre-approved telephone numbers only. Call duration may be limited by the Institution.

# 2.14 Use of Recording Devices

Subscribers who use recording devices do so at their own risk. Subscribers may use a recording device only in compliance with the requirements of local, state, and federal laws.

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

# 2.15 Refusal or Discontinuance by Company

- **2.15.1** The Company may terminate service to a Customer or Institution for nonpayment of undisputed charges or violation of this RTC Document or provision of law.
- **2.15.2** The Company may refuse or discontinue service under the following conditions:
  - **A.** For non-compliance with or violation of any State, municipal, or Federal law, ordinance, or regulation pertaining to telephone service.
  - **B.** For use of telephone service for any purpose other than that described in the application.
  - C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company.
  - **D.** For noncompliance with or violation of Commission or the Company's rules and regulations on file with the Commission.
  - **E.** In the event of Customer, Institution or authorized user use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
  - **F.** In the event of tampering with the equipment or services owned by the Company or its agents.
  - G. In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer or Institution to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenue resulting from such fraudulent use.
  - **H.** By reason of any order or decision of a court or other government authority having jurisdiction, which prohibits the Company from furnishing such service.

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

# 2.16 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

# 2.17 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the communications industry.

#### 2.18 Contracts

Service is offered on a contractual basis to meet specialized requirements of Correctional Institutions. All services with Institutions are provided under contract. Each contract includes a unique mix of services, equipment, and software for blocking, screening, and monitoring calls, and performs other specialized functions as required by the Institution. All similarly situated Institutions are treated on a non-discriminatory basis. The terms of each contract shall be mutually agreed upon between the Correctional Institution and the Company and may include rates not contained in this RTC Document charges for specially designed or constructed services, or other customized features.

#### 2.19 Special Pricing Arrangements/Individual Case Bases (ICB) Arrangements

Service may be offered on a contractual basis to meet the specialized requirements of Correctional Institutions. Customized service packages at negotiated rates may be furnished in response to requests by Customers for proposals or for competitive bids. Negotiated rates, terms, and conditions will be set forth in individual Customer contracts. The terms, conditions, obligations and regulation set forth in this RTC Document will be incorporated into, and be part of, said contract, and shall be binding on Company and Customer.

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#### SECTION 3 – SERVICE DESCRIPTION AND RATES

## 3.1 General

The Company offers domestic interstate and international operator assisted calling services for use by Inmates in Correctional Institutions. Service is offered to Inmates of Correctional Institutions for outward-only calling. Calls may be billed to residential or business lines. Billing information will be validated. The Company's services are available twenty-four (24) hours per day, seven (7) days a week as permitted by the Correctional Institution. Service is available from any location where domestic interstate and/or international service is provided by the Company.

# **3.2** Timing of Calls

Usage charges are based on the actual usage of the Company's network. Timing of a call begins when the called party accepts the charges for the call. Positive response for acceptance of a call is required. A call will be terminated within five (5) seconds from the last message given if no positive response is received. Chargeable time for a call ends upon disconnection by either party. The minimum call duration and initial period for billing purposes is one (1) minute. Unless otherwise specified in this RTC Document, for billing purposes, usage is measured and rounded to the next higher full minute. No charges apply for incomplete calls or for calls to called parties who do not accept the charges for the call. The Company will terminate a call if the called party does not accept responsibility for the charges. If a Customer believes he or she has been incorrectly billed for an incomplete call, the Company will, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

## 3.3 Institutional Operator Assisted Calling

The Company's Institutional operator assisted service allows Inmates to place calls through an automated call processing system. The call processing system prompts the Inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a Collect-only basis to the called party. A number of special blocking and screening capabilities are available with Institutional operator assisted services provided by the Company. These capabilities allow Correctional Institutions to control incarcerated individuals' access to inmate calling services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the Correctional Institution.

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# **SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D)**

# 3.4 Special Conditions

For services provided to Inmates, the following special conditions apply:

- 1. Calls to "900," "976" or other pay-per-call and call-forwarding services are blocked or may be blocked by the Company.
- 2. At the request of the Institution, the Company may block Inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- 3. At the request of the Institution, the Company may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- **4.** At the request of the Institution, the Company may block Inmate access to specific telephone numbers.
- **5.** Availability of the Company's services may be restricted by the Institution to certain hours and/or days of the week.
- 6. At the request of the Institution, no notices or signage concerning the Company's services may be posted with its instruments. Information concerning the Company's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- 7. At the request of the Institution, the Company may impose time limits on calls placed using its services.
- **8.** At the request of the Institution, equipment may be provided which permits monitoring of Inmate calls by legally authorized government officials.
- 9. Service may be restricted or otherwise limited under the direction of authorized personnel of the Institution at their own discretion.

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# **SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D)**

## 3.5 Institutional Collect Service

The Company provides Institutional Collect Service to Inmates of Correctional Institutions. Service may be limited by the administrators of the Institutions as to availability, call duration or calling scope. Calls are billed to the called party. The called party must actively accept charges for the call. Use of Collect calling service is subject to the rules and regulations of the Commission and the Correctional Institution's administrative restrictions.

# 3.6 Friends and Family Prepaid Accounts

In those areas where the Company does not have a direct billing agreement with the existing local exchange carrier, or upon a Customer's request, the Company will set up an prepaid account with the called party (Customer) for payment of Collect calls placed from Institutions served by the Company. Funds in the Customer's prepaid account may only be used for payment of Collect calls placed by Inmates to telephone numbers specified by the Customer. Establishment and maintenance of an prepaid account is required to complete Collect calls to Customers served by local exchange carriers with which the Company does not have an existing direct billing and collection agreement.

Upon request, the Company will provide the Customer with a personal identification number (PIN) and a toll-free number to call in order to set up the account information, including the permissible numbers that the Inmate may call.

Additional payments will be accepted with a \$50.00 payment maximum. Initial and additional payments into the account may be made by cash, check, credit card or Western Union. Transaction fees will apply to the use of all automated payment methods unless specifically excluded.

When an Inmate places a call, the Customer is informed of both the caller's identity and the account balance prior to accepting the call. Customers may also contact the Company's toll-free customer service number for account balance information at any time.

If the prepaid account balance becomes depleted, calls placed to the numbers specified by the Customer will be blocked until the prepaid account is replenished.

The Customer may close a prepaid account at any time. If the Customer closes a prepaid account with a balance remaining, the Customer may request a refund of such unused balance. The Customer may select from the following refund delivery options, unless state law or the Correctional Institution requires a different practice: (1) balance transfer to a separate account associated with a connected, verified destination phone number, less taxes and fees; or (2) balance issued to a prepaid calling card, less taxes and fees, usable for calling anywhere in the United States. If the unused balance exceeds \$50.00, it may be refunded via the original purchase method (credit card deposits refunded to the same credit card, cash deposits refunded by check).

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# SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D)

# 3.7 Prepaid Institutional Service

Prepaid Institutional Service calls are originated by entering a Personal Account Code. The Company's system informs the Customer (*i.e.*, the Inmate) of the available usage balance remaining in his/her account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the available usage balance in the Customer's account on a real time basis as the call progresses. With Prepaid Institutional Service, the Customer may purchase a voucher in any denomination. A Personal Account Code is assigned to each voucher with instructions for accessing and using the service. All monetary transactions take place between the Institution and the Customer, and are under the direct and complete control of the Institution.

Prepaid Institutional Service allows the Customer to make calls up to the total amount purchased divided by the per minute rate. Vouchers are not renewable. No minimum service period applies. Available Usage on the Customer's voucher is non-refundable.

Account balances as well as rates and charges are available from the system upon access to place a call.

Any unused funds in an account used to access Prepaid Institutional Service are refundable upon request at any time. Refunds are issued by the entity controlling the actual cash deposits, which depending on the specific arrangements, is either the Company, the commissary, the Correctional Institution itself or its agent, unless otherwise directed by state law.

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# **SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D)**

## 3.8 Interstate Service Rates

Interstate calls made using the services set forth in Section 3.5, Section 3.6, or Section 3.7 above shall be charged at the following per minute rates or less per the request of the Correctional Institution:

Prisons - no Site Commission: \$0.12 per minute

Prisons - Site Commission: **\$0.14 per minute** 

Jails - Average Daily Population 1,000 or greater and no Site Commission: \$0.14 per minute

Jails - Average Daily Population 1,000 or greater and Site Commission: **\$0.16 per minute** 

Jails - Average Daily Population of less than 1,000: \$0.21 per minute

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# **SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D)**

# 3.9 Ancillary Service Charges

The Company may charge certain Ancillary Service Charges, which shall be no more than the following amounts:

Automated payment for credit card, debit card, and bill processing fees	\$3.00 per transaction
Use of live operator	\$5.95 per transaction
Paper bill/statement	\$2.00 per transaction
Use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	\$6.95 per transaction
Use of single-call and related services to pay for a single call using debit/credit card, mobile phone account, or another arrangement	\$6.95 per transaction, plus the adopted perminute rate

Once a prepaid account is opened, the prepaid account can be used to receive calls from any Correctional Institution in the United States served by the Company. When opening a new prepaid account, Ancillary Service Charges are determined based on the location of the Correctional Institution from which the first call is received by the Customer that opened the prepaid account.

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# SECTION 3 – SERVICE DESCRIPTION AND RATES (CONT'D)

#### 3.10 International Service Rates

International calls made using the services set forth in Section 3.6 or Section 3.7 above shall be charged at the following per minute rates or less per the request of the Correctional Institution:

The applicable per-minute interstate service rate set forth in Section 3.8 above for the type and size of the Correctional Institution, plus the applicable call termination charge for the International Destination set forth below, which may be updated every 3 months in accordance with FCC regulations. Together, these two elements – the permissible interstate per minute rate and applicable termination charge - will be the maximum per minute rate for calls to an International Destination.\*

\* International Destination does not include termination within the contiguous United States, Alaska, Hawaii, American Samoa, Baker Island, Guam, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Island, Navassa Island, the Northern Mariana Islands, Palmyra, Puerto Rico, the U.S. Virgin Islands, and Wake Island.

#### INTERNATIONAL CALL TERMINATION CHARGES:

Canada - \$0.0017 per minute

Mexico – \$0.0021 per minute

Other International Destinations - \$0.0404 per minute