

TITLE SHEET

TARIFF OF

VALUE-ADDED COMMUNICATIONS, INC.

This tariff, filed with the Wyoming Public Service Commission contains the rates, terms and conditions applicable to the provision of Intrastate Resale Common Carrier Communications and Automated Operator Services within the State of Wyoming provided by Value-Added Communications, Inc., with principal offices at 3801 E. Plano Parkway, Suite 100, Plano, Texas 75074

Issued: July 25, 2005

Effective: August 15, 2005

Issued by: Kermit D. Heaton, Executive Vice President
Value-Added Communications, Inc.
Plano, Texas 75074

FILED
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CHECK SHEET

Sheets 1 through 25 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>	
1	Original		26	1 st Revised	*
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* - indicates those pages included with this filing

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C – Changed regulation.
- D – Delete or discontinue.
- I – Change resulting in an increase to a Customer's bill.
- M – Moved from another tariff location.
- N – New
- R – Change resulting in a reduction to a Customer's bill.
- S – Reissued matter
- T – Change in text or regulation.
- Z – Correction

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TARIFF FORMAT

- A. **Sheet Numbering** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet 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:
- 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.1.1. (a). I.
 - 2.1.1.A.1. (a). I. (i).
 - 2.1.1.A.1. (a). I.(i).(1).
- D. **Check Sheets** – When a tariff filing is made with the WY P.S.C., an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate resale common carrier communications and operator services for Correctional Facilities by Value-Added Communications, Inc. within the State of Wyoming.

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SECTION 1 - DEFINITIONS

Advanced Pay Call: A call billed to the personal account set up by called party.

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

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Authorization Code: A numeric code, one or more of which are available to a customer to allow access to the carrier and which are used by the carrier to prevent unauthorized access and to identify the customer for billing purposes,

Authorized User: A person, firm, corporation or other entity authorized by the Company to be connected to the service of the Customer.

Auto-Collect Call: A call billed to the called party without the intervention of a live operator.

Billing Cycle: The Company enters into contractual arrangements with local exchange carriers, third-party billing agents

Called Station., The terminating point of the call (i.e. the called number).

Calling Station: The originating point of the call (i.e. the calling number).

Carrier: Value-Added Communications, Inc. unless the context clearly indicates otherwise.

Collect Billing: A billing arrangement whereby the originating caller can bill the charges for a call to the called party, provided that the called party accepts the charges.

Collect Call: A call charged to the called party.

Company: Value-Added Communications, Inc. unless the context clearly indicates otherwise.

Correctional Facility: A facility for the confinement, detention, and/or rehabilitation of inmates from where inmates originate calls using the Company's services.

Customer: The person, firm, partnership, corporation or other entity that orders telecommunications service under the provisions and regulations of this tariff. The customer is responsible for the payment of charges for use of the Company's services and for compliance with the terms of the Company's tariff.

Customer Dialed Call: A call where the end user dials all of the digits necessary to route and bill the call. Service may be accessed through a "0+" dialing sequence.

Day: From 8:00 AM up to (but not including) 5:00 PM local time Monday through Friday.

Direct Dialed Call: A call requiring no operator assistance. A direct dialed call is completed and billed without the assistance of an automated or live operator. This includes calls forwarded by the call forwarding equipment.

End User: The person, firm, corporation or other entity that uses the Company's services.

Evening: From 5:00 PM up to (but not including) 11:00 PM local time Sunday through Friday.

SECTION 1 – DEFINITIONS (Continued)

Inactivity Fee: Advanced pay accounts without activity for 60 days will be cancelled and closed and an inactivity fee will apply to cover the cost of processing.

Incomplete Call: A call where the transmission between the calling and the called station is not established (e.g. busy, no answer, etc.).

Inmate: An end user in a correctional facility.

Jail – A facility of a local, state or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) post-conviction and committed to confinement for sentences of one year or less; (3) post conviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately-owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement.

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LATA (Local Access and Transport Area): A geographic area within which local telephone companies may offer telecommunications services (local or long distance).

LEC: Local Exchange Carrier

Local Exchange Carrier: A telephone company utility that provides local telecommunications services to a specific geographic area for business and residential customers.

Night/Weekend: From 11:00 PM up to (but not including) 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to (but not including) 5:00 PM Sunday.

Operator Service: A telecommunications service that includes automated or live assistance to the end user in the billing or completion of a telephone call.

Operator Station Call: A service where an end user places a non-Person-to-Person call with operator assistance.

Person-to-Person: An operator assisted call where the caller specifies a particular person, department, extension, room number or office that the caller wishes to reach.

Prison – A facility operated by a territorial, state or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences longer than one year.

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Subscriber: The person, firm, partnership, corporation, or other entity that owns the pay telephone, PBX, or other switch vehicle from which an end user places a call using the Company's services. A subscriber has a pre-existing business arrangement with the Company and may also be a customer or end user.

Third Party Billing: A billing arrangement by which a caller can bill the charges for a call to a phone number other than the calling number or the called number.

Third Party Call: A call charged to a phone number other than the calling station or the called station.

Uncompleted Call: A call where the transmission between the calling and the called station is not established (e.g. busy, no answer, etc.).

VAC: Value-Added Communications, Inc. ("the Company")

V&H Coordinates: Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of Value-Added Communications, Inc.

VAC's services and facilities are furnished for communications originating at specified points within the State of Wyoming under terms of this tariff.

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

Operator Services are provided through the terminal equipment of Subscribers serving the transient public as End Users.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer or Subscriber is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 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.
- 2.2.4 The Company directly or indirectly controls all facilities provided under this tariff and neither the Customer nor Subscriber 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.

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SECTION 2 – RULES AND REGULATIONS, (Continued)

2.2 Limitations (Continued)

- 2.2.5 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 transferees, as well as all conditions of service.
- 2.2.6 The Company does not process local emergency calls ("911" or "0-") calls. Such calls are routed directly to the serving local exchange carrier, except for operator services to correctional facilities. In the event that the Company processes an emergency call for any reason, no charges will apply if placed to a recognized, authorized civil authority.
- 2.2.7 Except in correctional facilities, when the Company cannot complete a call, the caller will be transferred to the underlying live operator service provider selected by the host location. All such transfers take place from the originating locations.
- 2.2.8 Subject to applicable laws, the Company's services provided to inmates at correctional facilities may have special limitations. A correctional facility or state regulation may require restrictions including, but not limited to, collect-only calling, special payment arrangements, restricted calling privileges, call or number blocking, call duration limits, restriction of 3-way calling by the called party, and restricted access to alternate carriers.

2.3 Use

Customers may only use a service provided under this tariff in a manner consistent with the terms of this tariff and the laws of all governmental authorities having jurisdiction over the service. Services provided under this tariff shall not be used for unlawful purposes.

2.4 Liability of the Company

- 2.4.1 The included exculpatory language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.
- 2.4.2 Except as specified in this tariff, the Company shall have no liability for damages of any kind arising out of or related to services, events, acts, rights, or privileges related to this tariff. This tariff does not limit the liability of the Company for gross negligence or willful misconduct.
- 2.4.3 In no event will the Company be responsible for any indirect, consequential, incidental, or special damages.

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SECTION 2 – RULES AND REGULATIONS, (Continued)

2.4 Liability of the Company (Continued)

- 2.4.4 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission occurring in the course of furnishing service or facilities shall not exceed an amount equal to the proportionate charge to the customer for the period during which the faults in transmission occur.
- 2.4.5 The Company shall not be liable for any mistakes, interruptions, omissions, delays, errors, or defects in any service, facility or transmission caused by any person or entity other than the Company.
- 2.4.6 The Company shall not be liable for any act or omission of any other carrier furnishing any part of the service provided under this tariff.
- 2.4.7 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.8 The Company shall not be liable for any defacement or damage to the premises of a Customer or Subscriber that is not the direct result of the Company's negligence.
- 2.4.9 The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to: fire, floods, and other catastrophes; acts of God; atmospheric conditions and other natural phenomena; acts of government; court orders; national emergencies; war; civil disturbances; labor problems; third party acts and omissions (including failure of performance of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors); and other causes beyond its reasonable control, including failures and fluctuations in equipment.
- 2.4.10 The Customer or Subscriber shall indemnify and hold the Company harmless against:
 - A. Claims for defamation, invasion of privacy, and infringement of intellectual property arising out of the material, data, information or other content transmitted over the Company's services or facilities;
 - B. Patent infringement claims arising from combining or connecting Company furnished facilities with apparatus and systems of the Customer or Subscriber; and
 - C. All other claims arising out of any act or omission of the Customer or Subscriber in connection with any service provided by the Company.

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SECTION 2 – RULES AND REGULATIONS, (Continued)

2.4 Liability of the Company (Continued)

2.4.11 The Customer or Subscriber shall indemnify and hold the Company harmless from all losses, claims, demands, suits and other actions, and any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of the Company's equipment or facilities.

2.4.12 EXCEPT AS SPECIFIED IN THIS TARIFF, THE COMPANY MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.5 Deposits and Credit Limits

2.5.1 The Company may require any applicant that has not established satisfactory credit to submit a deposit before a service is furnished or continued. Such deposit shall not exceed two (2) months' charges for the service subscription. The Company may require an existing Customer to submit a deposit or to increase an existing deposit. Any deposit may be applied to the Customer's telephone account following completion of twelve months' satisfactory payment. The existence of a deposit in no way relieves the Customer of the obligation to promptly pay bills.

2.5.2 The Company reserves the right to establish credit limits for services to any billing telephone number. The Company may also offer pre-set credit limits to customers who wish to control call charges billed to their telephone numbers. Limits will be set according to the Company's current guidelines and may be increased or decreased at the Company's discretion.

2.6 Taxes

The Customer is responsible for payment of all applicable federal, state, and local taxes, charges, and assessments. All taxes, charges, and assessments (e.g., gross receipts tax, sales tax, municipal utilities tax, etc.) are listed as separate line items and are not included in the quoted rates.

2.7 Installation

Service is installed upon mutual agreement between the Subscriber or Customer and the Company. A service agreement does not alter the rates specified in this tariff.

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SECTION 2 – RULES AND REGULATIONS, (Continued)

2.8 Payment for Service

- 2.8.1 The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or to an authorized user. The Company will arrange to bill calls in accordance with the credit card, collect call, or calling card instructions of the caller, via the designated commercial credit card clearing center or the applicable telephone company or billing clearinghouse with whom the Company has a billing agreement. All charges due from the Customer are payable to the Company or to any agency duly authorized to receive such payments.
- 2.8.2 The Customer shall be responsible for payment of all calls or services:
- A. originating from the Customer's number;
 - B. accepted at the Customer's number (e.g., collect calls);
 - C. billed to the Customer's number through: third party billing (if the Customer is found to be responsible for such call or service), a calling card, or a Company-assigned authorization code; or
 - D. incurred at the specific request of the Customer.
- 2.8.3 The Customer must promptly report any objections to charges billed to the Company or the Company's billing agent. The Company will adjust a Customer's bill to the extent that circumstances reasonably indicate that such changes are appropriate. The Customer must present any disputed amounts or claims within thirty (30) days from the date of the invoice. The Customer may not withhold undisputed amounts.
- 2.8.4 If a customer wishes to bill a call to an account for which the Company has no billing arrangement, the Company's equipment will direct the call to the local exchange carrier or the presubscribed interexchange carrier. For all such calls, no Company charges will apply and the Subscriber will not receive a commission. This section does not apply to inmate services.
- 2.8.5 Bills are due and payable upon receipt. Interest at the lesser of one and one-half percent (1.5%) per month, or the highest rate allowed by law per month may accrue on any unpaid amount starting 30 days after the invoice date.
- 2.8.6 An account becomes past due if the customer fails to pay within fifteen (15) days after the invoice date.
- 2.8.7 A past due account may subject the customer's service to suspension or termination.
- 2.8.8 Failure to receive a bill will not exempt a customer from prompt payment of any sums due.
- 2.8.9 The Company may assess a returned check charge of up to \$25.00 for dishonored checks.

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SECTION 2 – RULES AND REGULATIONS, (Continued)

2.9 Cancellation of Service

The Subscriber may cancel service by providing thirty (30) days written notice to the Company.

2.10 Termination or Suspension of Service

The Company may terminate or withhold any service (whether provided at hotels/motels, correctional facilities, or elsewhere) for any of the following reasons after fifteen (15) days written notice, unless otherwise stated:

- A. Failure to timely pay any charges applicable under this tariff.
- B. Violation of any provision of this tariff.
- C. Without notice for violation of any law, rule, regulation or policy of a government authority having jurisdiction over the service.
- D. Without notice for an order or decision of a court, regulatory agency, or other government authority prohibiting the Company for providing service.
- E. Improper use of the Company's services, or use that unreasonably interferes with Company's equipment or service to other customers.
- F. Without notice for dangerous conditions that may cause harm to persons or damage to property.
- G. Without notice for illegal use, unauthorized use, fraudulent use or theft of service. If the Company discontinues service because of such use, the Company may require the Subscriber to make, at the Subscriber's expense, any changes in equipment or facilities necessary to eliminate such unauthorized use. The Company may also require the subscriber to pay the estimated revenue lost from such unauthorized use.
- H. Failure to provide reasonable access to the Company or its agents for inspection and maintenance of equipment owned by the Company or its agents.
- I. Use of the Company's service for any purpose other than that described in the application.
- J. Without notice in the event of tampering with equipment of services owned or managed by the Company or its agents.
- K. Inactivity for over sixty (60) days.

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SECTION 2 – RULES AND REGULATIONS, (Continued)

2.11 Restoration of Service

The Subscriber or Customer may be required to re-apply for service and/or pay any outstanding charges before the Company restores service for a Subscriber or Customer disconnected under the "Termination or Suspension of Service" section.

2.12 Refusal of Service and Blocking

The Company may refuse to process a call for the following reasons:

- A. Authorization for a calling card or credit card cannot be validated for a call charged to a calling card or credit card.
- B. The party to be billed does not accept the charges for a collect or third party call.
- C. To prevent fraudulent or other unlawful use of its services.

The Company may block traffic to and from certain countries, cities, NXX's or block calls that use certain authorization codes or calling card accounts when the Company deems it necessary to prevent fraud or other unlawful use of its services.

Without notice and whenever necessary, at the request of an administrator of a correctional facility or any law enforcement agency, the Company may block service from or to a particular telephone number.

2.13 Conflicts Between Tariff and Commission Rules

If this tariff contains provisions that deny or restrict a Customer's right otherwise protected by the Commission rule, Commission rules supersede any conflicting tariff or price list provisions that deny or restrict any of those rights, unless otherwise ordered by the Commission, court order, or statute.

2.14 Interruption of Service

The Company will credit a Customer account for service interruptions that are not due to the Company's testing or adjusting, the Customer's or Subscriber's negligence or willful acts, or to the failure of Customer or Subscriber provided facilities or equipment. The Customer shall promptly notify the Company of the interruption of service for which the Customer requests a credit. Before requesting a credit, the Customer shall verify that the trouble could not have been prevented by the Customer and is not in the Customer's wiring or equipment. An interruption caused by automatic dialing equipment does not constitute an interruption of service for the purposes of the section.

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SECTION 2 – RULES AND REGULATIONS, (Continued)

2.15 Inspection, Testing, Maintenance and Repair

Upon reasonable notice, the Customer/Subscriber shall provide access to the Customer's/Subscriber's premises for inspection, testing, maintenance, or repair of Company provided equipment or facilities. Without incurring liability, the Company may interrupt service at any time for inspection, testing, maintenance, or repair. When possible, the Company will notify Customer's/Subscriber's of the cause and expected duration of the interruption at least twenty-four (24) hours in advance. The Company will not grant any allowances for interruptions for inspection, testing, maintenance, or repair, unless the interruption lasts at least twenty-four (24) consecutive hours.

2.16 Operator Services for Casual Callers

2.16.1 The Company will identify itself to the end user at the time the end user accesses the Company's services.

2.16.2 Upon request, the Company will quote rates and charges for its services to the end user at no charge.

2.16.3 When the Company provides its automated operator assisted calling to the public or transient end users, the Subscriber shall post a notice of consumer information in plain view at each telephone that automatically accessed the Company's network. Failure to post the following notice may result in service termination or suspension. In addition to any other state and federal requirements, the notice will include the following information:

- A: the Company's name, address, toll-free telephone number and the amount of any applicable surcharges;
- B: notice that the end user can use other carriers by dialing their access codes;
- C: a statement that the Company will quote rates upon request at not charge;

2.16.4 A Subscriber may not restrict an end user's access to competing interexchange telephone carriers or restrict an end user's access to competing providers of intrastate operator assisted communications services. Any entity that engages in such action or arrangement will be considered in violation of this tariff and any applicable contract. This section does not apply to inmate services.

2.17 Responsibilities of Customers and Subscribers

2.17.1 The Customer or Subscriber is responsible for taking all necessary actions, for interconnecting the Customer or Subscriber provided equipment or systems with the Company's facilities or services. The Customer or Subscriber shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

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SECTION 2 – RULES AND REGULATIONS, (Continued)

2.17 Responsibilities of Customers and Subscribers (Continued)

- 2.17.2 The Customer or Subscriber shall ensure that the equipment and/or system properly interfaces with the Company's facilities or services; that the signals emitted into the network are of the proper mode, bandwidth, power and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the FCC or other appropriate certifying body certifies equipment as being acceptable for direct connection with telecommunications service, the Company may allow connection of such equipment to its services without the use of protective interface devices.
- 2.17.3 If the Customer or Subscriber fails to maintain the equipment and/or system properly, resulting in potential harm to the Company's equipment, personnel or quality of service to other customers, the Company may take any immediate action necessary to protect its facilities, personnel, and quality of service. The Company will promptly notify the Customer or Subscriber of the need for protective action (this may include requiring the use of protective equipment at the Customer's/Subscriber's expense). If this fails to produce satisfactory quality and safety, the Company may, upon written notice, take any additional action necessary to protect its facilities and personnel, including termination of the Customer's or Subscriber's service.
- 2.17.4 The Customer or Subscriber shall be responsible for securing its telephone equipment against fraudulent use of the Company's service. The Customer shall be responsible for payment of all applicable charges for services provided by the Company and billed to the Customer's accounts, even if those calls originated by fraudulent means from the Customer's or Subscriber's premises or remote locations. In addition, the Customer shall be responsible for all calls charged by fraudulent means to the Customer's account.
- 2.17.5 The Customer shall indemnify and hold the Company harmless against claims of libel, slander, and infringement of copyrights, trademarks, trade names, and service marks, arising from any transmission over the facility; against all claims for infringement of patents arising from the combination or use of the Company's service with the Customer's equipment or system; and against all other claims arising out of any act or omission of the Customer in connection with the Company's service.
- 2.17.6 The Customer or Subscriber shall be liable for:
- A. Loss or damage of Company equipment or facilities at the Customer's or Subscriber's premises due to theft, fire, flood, or any other casualty or criminal act.
 - B. Reimbursing the Company for damages to facilities and equipment caused by the negligent or willful acts of the Customer or Subscriber or its authorized users, employee, agents, or contractors.

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SECTION 2 – RULES AND REGULATIONS, (Continued)

2.17 Responsibilities of Customers and Subscribers (Continued)

2.17.6 The Customer or Subscriber shall be liable for: (Continued)

- C. Charges incurred with other companies for service at the Customer's or Subscriber's premises or on the Customer's or Subscriber's equipment.
- D. Payment of Company charges for calls or service originated at the Customer's number; accepted at the Customer's number (i.e., collect calls); or placed through the Customer's calling card or authorization number.

2.17.7 The Customer or Subscriber shall provide access to its premises for any installation, repair, maintenance, inspection, testing, or removal of equipment associated with the Company's service.

2.17.8 The Customer shall ensure that authorized users comply with the provisions of this tariff.

2.18 Responsibilities of Authorized Users

2.18.4 The authorized user is responsible for compliance with all applicable regulations in this tariff.

2.18.5 The authorized user is responsible for establishing his/her identity as often as necessary during the course of a call.

2.18.6 The authorized user is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

2.18.7 The authorized user is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of authorized users through credit card, called number, third party telephone number and room number verification procedures. If the Company cannot validate a requested billing method, the Company may require the user to provide an acceptable alternate billing method or the Company may refuse to place the call.

2.19 Right to Backbill for Improper Use

Any person or entity which uses or appropriates the Company's services, whether directly or indirectly, in any unlawful manner or by providing misleading or false information to the Company shall be liable for an amount equal to the charges that would have applied to a Customer's actual use of services.

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SECTION 3 – DESCRIPTION OF SERVICE

3.1 General

The Company offers direct dialed and automated operator assisted services to entities serving the transient public and to correctional facilities. Calls requiring live operator intervention, such as person-to-person, are routed to the underlying operator service provider selected by the host location and are not processed by the Company.

3.2 Timing of Calls

3.2.1 Billing for calls placed over the Company's network is based in part on the duration of the call. Timing of each call begins as specified below and ends when either the calling party or the called party hangs up. Calls are billed in full minute increments unless otherwise specified.

Auto-Collect Calls – Timing begins when the called party accepts responsibility for payment.

Auto-Person-to-Person - Timing begins when the calling party is connected to the designated called party or to an agreed alternate.

All Other Calls – Timing begins when the called station answers.

3.2.2 Unless other wise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.

3.2.3 No billing applies to incomplete or unanswered calls.

3.2.4 When a call begins in one rate period and ends in another rate period, the rate in effect at the calling station applies to the portion of the call occurring within that rate period. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.

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SECTION 3 – DESCRIPTION OF SERVICE (Continued)

3.3 Calculation of Distance

Usage charges for mileage-sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The area codes and exchanges of the origination and destination points determine the service wire centers of a call.

Industry standard vertical ("V") and horizontal ("H") coordinates determine the distance between the wire center of the customer and that of the destination point:

Step1: Obtain the V and H coordinates for the wire centers serving the customer and the destination point.

Step 2: Obtain the difference between the V coordinate of each wire center. Obtain the difference between the H coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the V difference and the H difference obtained in Step 3.

Step 5: Divide the sum of the squares obtained in Step 4 by 10. Round to the next higher whole number if a fraction remains from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if a fraction remains.

Formula:

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

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SECTION 3 – DESCRIPTION OF SERVICE (Continued)

3.4 Time of Day Rate Periods

The day, evening, night/weekend rates apply based on the time of day and the day of the week as listed in the following chart:

	Mon	Tue	Wed	Thr	Fri	Sat	Sun
8:00 a.m. to 5:00 p.m. *	Day Rate Period						
5:00 p.m. to 11:00 p.m. *	Evening Rate Period						
11:00 p.m. to 8:00 a.m. *	Night/Weekend Rate Period						Eve

* up to, but not including

3.5 Holidays

For the following holidays the Evening Rate Period rates apply, unless a lower rate would normally apply:

New Year's Day **, Labor Day, Martin Luther King Day *, Columbus Day *, Presidents' Day *,
Veteran's Day **, Memorial Day *, Thanksgiving Day, Independence Day **, Christmas Day **

* As federally observed.

** When this holiday falls on a Sunday, the Holiday rate applies to calls placed on the following Monday. When this Holiday falls on a Saturday, the Holiday calling rate applies to calls placed the preceding Friday.

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SECTION 4 - RATES**4.1 General**

Each customer is charged individually for each call placed through the Company. All charges are expressed in Dollars unless otherwise specified,

The charges for the Company's services are determined by:

- Distance between serving central offices,
- Time of day and day of week
- Duration of the call,
- Class of call, and
- Jurisdictional nature of the call (intraLATA or interLATA).

Customers are billed based on their use of the Company's service. No installation charges or fixed monthly recurring charges apply.

4.2 [Reserved For Future Use]

(D)
|
|
(D)

SECTION 4 - RATES (Continued)

4.3 VAC Institutional Plan I - Collect, Advance Pay and Debit

(T)

4.3.1 Local, IntraLATA and InterLATA Rates

(C)(D)

Rate Per Minute: \$0.036

(C)(D)

(D)

(D)

SECTION 4 - RATES (Continued)

4.3 [Reserved For Future Use]

(D)

(D)

SECTION 4 - RATES (Continued)

4.3 [Reserved For Future Use]

(D)

(D)

SECTION 4 - RATES (Continued)

4.3 [Reserved For Future Use]

(D)

(D)

SECTION 4 - RATES (Continued)

4.3 [Reserved For Future Use]

(D)

(D)

SECTION 4 - RATES (Continued)

4.4 Ancillary Service Charges

- 4.4.1 Automated Payment Fees (where available)** – Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

Automated payment fees \$3.00

- 4.4.2 Live Agent Fee** – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee \$5.95

- 4.4.3 Paper Bill/Statement Fees** – Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fees \$2.00

(D)(N)

(D)(N)

(N)

(N)