

Posted: January 13, 2023

---

**GLOBAL TEL\* LINK CORPORATION d/b/a VIAPATH TECHNOLOGIES  
DSI-ITI, INC. d/b/a VIAPATH TECHNOLOGIES**

**MAINE TELECOMMUNICATIONS SERVICES  
PRICE LIST**

Posted: January 13, 2023

---

**TABLE OF CONTENTS**

TABLE OF CONTENTS	1
NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES	2
SECTION 1 - DEFINITIONS	4
SECTION 2 - TERMS AND CONDITIONS	6
SECTION 3 - SERVICES AND RATES	12

Posted: January 13, 2023

---

**NOTICE CONCERNING ALL  
TERMS AND CONDITIONS AND RATES**

The State of Maine Public Utilities Commission (MPUC) requires that each telephone utility's Terms and Conditions comply with and not conflict with requirements of Maine Statutes (primarily in Title 35-A) and MPUC rules. Any provision in these Terms and Conditions or rate schedules that conflicts with a Maine statute or MPUC rule is inapplicable and will not be enforceable. The following rules apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

- Chapter 204 - Basic-Service Calling Areas.
- Chapter 230 - Installation, Maintenance and Ownership of Customer Premises Wire
- Chapter 250 - Coin-operated Telephone Service
- Chapter 280 - Provision of Competitive Telecommunications Services
- Chapter 291 - Chapter 292, Standards for Billing, Credit and Collection, and Customer Information For Interexchange Carriers
- Chapter 294 - Lifeline and Link up Service Programs
- Chapter 296 - Selection of Primary Interexchange and Local Exchange Carriers
- Chapter 870 - Late Payment Charges, Interest Rates to Be Paid on Customer Deposits, and Charges for Returned Check Fees

In addition, the following provisions (the first two of which are required by statute) are part of this utility's Terms and Conditions:

Posted: January 13, 2023

---

**NOTICE CONCERNING ALL  
TERMS AND CONDITIONS AND RATES, (CONT'D.)**

**1. FOR INTEREXCHANGE SERVICE:**

**Discount for Hearing-Impaired Customers** - Upon customer request, the Company will automatically apply a 70% rate reduction for IntraState toll calls made from lines used by certified deaf, hard-of-hearing or speech-impaired persons who must rely on teletypewriters for residential telephone communications, and others as provided in 35-A M.R.S.A.'7302. To qualify for an automatic reduction, the customer must submit an affidavit to the Company on a form approved by the Maine Department of Human Services, stating that due to one of the aforementioned conditions, the customer or a member of the household must rely on a teletypewriter for telephone communications, and that the equipment is connected or acoustically coupled to his telephone. Upon request, customers making calls to certified persons are eligible for a 70% rate reduction for relevant billed calls made during each billing period.

**2. FOR LOCAL EXCHANGE SERVICE:**

**Enhanced Universal Emergency Number Service - E911 Surcharge** - An Enhanced Universal Emergency Number Service (E911) surcharge, as provided in 25 M.R.S.A. '2927(1-A), applies per month to each residence and business access line, including PBX trunks, Centrex access lines, semipublic coin lines, and public access lines, in addition to the monthly rates for these lines specified elsewhere in these schedules. The surcharge shall not be imposed upon more than 25 lines per customer billing account.

**3. FOR BOTH LOCAL AND INTEREXCHANGE SERVICES:**

Any provisions in these Terms and Conditions that limit liability or damages do not apply to the extent they conflict with 11 M.R.S.A. '2-316(5) of the Maine Revised Statutes, Exclusion or Modification of Warranties.

This utility agrees that it is responsible for complying with all applicable rules of the Maine Public Utilities Commission and with the Maine Revised Statutes. It understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule of the Maine Public Utilities Commission, or the Maine Revised Statutes, the rule or statute will govern; and the utility may be subject to action by the Consumer Assistance Division of the Maine Public Utilities Commission or an investigation by the Commission pursuant to 35-A M.R.S.A. '1303.

Posted: January 13, 2023

---

## SECTION 1 - DEFINITIONS

**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.

**Automated Collect Calls** - 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.

**Average Daily Population (ADP)** – The sum of all Inmates in a facility for each day of the preceding calendar year, divided by the number of days in the year.

**Carrier, Company or Utility** - refers to Global Tel\*Link Corporation d/b/a ViaPath Technologies or DSI-ITI, Inc. d/b/a ViaPath Technologies.

**Collect** - 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** - Refers to the Maine Public Utilities Commission.

**Company** - Used throughout this price list to refer to Global Tel\*Link Corporation d/b/a ViaPath Technologies or DSI-ITI, Inc. d/b/a ViaPath Technologies, unless otherwise clearly indicated by the context.

**Completed Call** – A call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

**Correctional Institutions** - Used throughout this price list to refer to prisons, jails, penal facilities or other institutions used for penalty 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 telecommunications services on behalf of itself or others; uses the Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this price list. In the case of Collect-only calling services provided to Inmates of Correctional Institutions, the called party is the Customer and is responsible for payment of charges.

Posted: January 13, 2023

---

### SECTION 1 - DEFINITIONS, (CONT'D.)

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

**Institution** - Used throughout this price list to refer to Correctional Institutions.

**Institutional Telephone** - A coinless telephone instrument that allows Inmates to place Collect and prepaid calls at the instrument.

**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 Institution. 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; facilities used to detain individuals, operated directly by the Federal Bureau of Prisons or U.S. Immigration and Customs Enforcement, or pursuant to a contract with those agencies; juvenile detention centers; and secure mental health facilities.

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

**Pay Telephone** - A telephone instrument equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

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

**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.

**Service** - Refers to telecommunications service(s) provided by the carrier under these schedules.

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

Posted: January 13, 2023

---

## SECTION 2 - TERMS AND CONDITIONS

### 2.1 General Description of Services Offered

- 2.1.1 These Terms and Conditions and Rate Schedules govern Company services originating and terminating at points within Maine. Specific services and rates are described in the Rate Schedules.
- 2.1.2 The Company's intrastate service territory is the State of Maine. Company services are available twenty-four (24) hours per day, seven (7) days a week.
- 2.1.3 Company services are available for both residential and non-residential customers, and to Inmates in Correctional Institutions.

Posted: January 13, 2023

---

## SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

### 2.2 Calculation of Rates

- 2.2.1** Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of Rate Centers is based on information provided by Bell Operating Companies. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 2.2.2** The chargeable time of a call is times and measured by the underlying carrier. Timing of calls begins when the call is answered at the called station. Different rates may apply depending on the time of day or day of week the call is made. Calls originating in one-time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.
- 2.2.3** Upon customer request, the Company will automatically apply a 70% rate reduction for intrastate toll calls made from lines used by certified deaf, hard-of-hearing or speech-impaired persons who must rely on teletypewriters for residential telephone communications. To qualify for an automatic reduction, the customer must submit an affidavit to the Company on a form approved by the Maine Department of Human Services, stating that due to one of the aforementioned conditions, he or a member of the household must rely on a teletypewriter for telephone communications, and that the equipment is connected or acoustically coupled to his telephone. Upon request, customers making calls to certified persons are eligible for a 70% rate reduction for relevant billed calls made during each billing period.



Posted: January 13, 2023

---

## SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

### 2.3 Credit, Collection and Dispute Resolution Procedures

- 2.3.1 Residential Customers:** Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for residential customers are governed by Chapters 81 and 870 of the Maine Public Utilities Commission's Rules.
- 2.3.2 Nonresidential Customers:** Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for nonresidential customers are governed by Chapters 86 and 870 of the Maine Public Utilities Commission's Rules.
- 2.3.3** The Company does not charge a fee to establish service.
- 2.3.4** For billing purposes, service is established on the date the customer's local exchange carrier switches the customer's service to the reselling Company's network.
- 2.3.5** The Company bills charges monthly in arrears. For billing purposes, a month consists of thirty (30) days.
- 2.3.6** The Company does not charge a fee to restore service that was disconnected for non-payment of bills, violation of the Terms and Conditions, or fraudulent use of the Company's services.
- 2.3.7** All state and local taxes (i.e., sales tax) are listed as separate line items and are not included in the rates quoted in the Rate Schedules.
- 2.3.8** As provided in Chapter 870 of the Maine Public Utilities Commission's Rules, the Company charges \$5.00 per account to which the check is applied or the amount of the bank charges the company, not to exceed \$15.00 for each check returned for nonpayment by a bank. If the company charges more than \$5.00, the Company shall furnish the Customer with proof of the bank charge.

Posted: January 13, 2023

---

## SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

### 2.3 Credit, Collection and Dispute Resolution Procedures, Cont'd.

**2.3.9** All customer bills are due and payable when presented. The bill becomes past due no less than 30 days after postmarked. Once a bill is past due, the carrier may proceed with collection activities per Chapter 81 or 860, and a late payment shall be charged on the undisputed past due amount, calculated at the maximum monthly rate specified in Chapter 870 as updated in November of each year by the Commission's Director of Finance.

**2.3.10** Customer complaints are handled by a full service customer service department. Customers may call 1-877-650-4249 twenty-four (24) hours per day, seven (7) days per week, or submit a written complaint to:

Global Tel\*Link Corporation d/b/a ViaPath Technologies  
DSI-ITI, Inc. d/b/a ViaPath Technologies  
3120 Fairview Park Drive, Suite 300  
Falls Church, VA 22042  
[www.connectnetwork.com](http://www.connectnetwork.com)

If the customer is not satisfied with the Company response, the Customer may contact the Consumer Assistance Division, Maine Public Utilities Commission, 18 State House Station, 242 State Street, Augusta ME 04333-0018. Telephone: 800-452-4699 or 207-287-3831. Facsimile: 207-287-1039

### 2.3.11 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties 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.

Posted: January 13, 2023

---

## SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

### 2.4 Interruption of Service/Liability

- 2.4.1** The Company will attempt to provide continuous and uninterrupted service. When the Company schedules a service interruption for maintenance or repairs, the Company will notify customers of the cause and expected duration of the interruption at least twenty-four (24) hours in advance, when possible.
- 2.4.2** The Company's liability for damages arising out of mistakes, interruptions, omission, delays, errors, or defects in the transmission occurring in furnishing service or in Company facilities, and not caused by the negligence of its employees or agents, will not exceed the amount that the Company would have charged the customer for service for the period the aforementioned faults occur.
- 2.4.3** Upon customer request, the Company will credit a customer's account for service interruptions which are not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. Before requesting a credit, the customer will take reasonable steps to verify that the trouble could not have been prevented by the customer and is not in the customer's wiring or equipment. For purposes of computing a credit for leased facilities, a month consists of 720 hours. The Company will credit the customer's account at the rate of 1/720th of the monthly charge for the facilities affected for each full hour of the interruption.
- 2.4.4** The Company is protected against customer claims for libel, slander, or copyright infringement arising from the material, data, information, or other content transmitted using Company services. The Company is protected against all other claims arising from any act or omission of the customer while using Company services.
- 2.4.5** Any provisions that limit liability or damages do not apply to the extent they conflict with Maine Statute, 11 M.R.S.A. 2-316(5), Exclusion or Modification of Warranties.
- 2.4.6** The Company shall not be liable for the accuracy of any information provided to it by outside sources relating to directory assistance or other enhanced service offerings. The Company will make every effort to verify that all information that it provides on a per call basis will be true and accurate. The Company, however, has no control over the information that it receives from its various suppliers and makes no guarantee as such.

Posted: January 13, 2023

---

## SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

### 2.5 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, Gross Receipts Tax. All applicable taxes and fees are billed as separate line items and are not included in the rates quoted in this price list.

#### 2.5.1 [Reserved For Future Use]

#### 2.5.2 Maine Universal Service Fund (MUSF)

A surcharge for the Maine Universal Service Fund (MUSF) applies to all intrastate services billed to a retail customer for service provided on and after May 1, 2003. The surcharge shall not apply to surcharges such as those for Enhanced 911, the Maine Telecommunications Education Access Fund, or similar funds. The surcharge shall be equal to the Revenue Percentage established quarterly by the Administrator of the MUSF.

Posted: January 13, 2023

---

### SECTION 3 - SERVICES AND RATES

#### 3.1 Institutional Operator Assisted Calling

Institutional operator assisted service allows Inmates to place Collect 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 services provided by the Company. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the Institution.

For services provided to Inmates of Institutions, 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 will 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 local and long distance 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.

Posted: January 13, 2023

---

**SECTION 3 - SERVICES AND RATES, (CONT'D.)****3.1 Institutional Operator Assisted Calling, (Cont'd.)****3.1.1 Institutional Collect-Only Rates****A. Services Rates and Charges****1. Option A****a. Usage Charges**

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Miles	DAY		EVENING		NIGHT/WKND	
	Initial Period	Add'l Period	Initial Period	Add'l Period	Initial Period	Add'l Period
0-10	\$0.1800	\$0.1400	\$0.1170	\$0.0910	\$0.0720	\$0.0560
11-18	\$0.2900	\$0.1900	\$0.1885	\$0.1235	\$0.1160	\$0.0760
19-30	\$0.4000	\$0.2700	\$0.2600	\$0.1755	\$0.1600	\$0.1080
31+	\$0.4500	\$0.3200	\$0.2925	\$0.2080	\$0.1800	\$0.1280

Posted: January 13, 2023

---

**SECTION 3 - SERVICES AND RATES, (CONT'D.)****3.1 Institutional Operator Assisted Calling, (Cont'd.)****3.1.1 Institutional Collect-Only Rates, Cont'd.****A. Services Rates and Charges, (Cont'd.)****2. Option B****a. Usage Charges**

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Rate Per Minute: \$0.69

**3. Option C****a. Usage Charges**

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Rate Per Minute: \$1.15

**4. Option D****a. Usage Charges**

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Rate Per Minute: \$0.35

**5. Option E**

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Rate Per Minute: \$0.27

**3.2 [Reserved For Future Use]**

Posted: January 13, 2023

---

### SECTION 3 - SERVICES AND RATES, (CONT'D.)

#### 3.3 Prepaid Debit Accounts

A Prepaid Debit Account allows each Inmate the option to transfer funds from his/her personal account to his/her telephone account or to purchase a voucher to add funds the Prepaid Debit Account. The transfer of funds is managed by Correctional Institution personnel or through a direct interface between the commissary system and/or booking account and the Inmate phone system.

The Prepaid Debit Account is associated with the Inmate's Personal Identification Number (PIN.) When the Inmate places a call, he/she has the option of making a Collect call or using funds from the Prepaid Debit Account. Once the Prepaid Debit Account is selected, the Inmate enters the PIN and called telephone number. All deposits to the account are paid to and handled by the entity managing the account, *e.g.*, jail management system, Institution, commissary, etc. The Company receives payment from the Institution; it does not engage in direct monetary transactions with the Inmate.

The Company's system automatically informs the Inmate of the available usage balance remaining in the Prepaid Debit Account and provides prompts to place the call by entering the destination telephone number. Usage is deducted from the available balance in the account on a real-time basis as the call progresses.

Unless state law or a Correctional Institution requires a different practice, any unused funds in a Prepaid Debit Account are refunded to the Inmate upon release of the Inmate from the Correctional Institution. Refunds are issued by the entity managing the account, 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.

All security measures and Inmate calling restrictions as set forth elsewhere in this Price List are also applicable for any calls made using a Prepaid Debit Account.

##### 3.3.1 Rates and Charges

- A. **Option 1** - Rates and charges for Prepaid Debit Accounts are the same as those set forth in the Company's rate schedules set forth in Section 3.1.
- B. **Option 2** - Rates and charges for Prepaid Debit Accounts are provided at a discount per request of the Correctional Institution.



Posted: January 13, 2023

---

### SECTION 3 - SERVICES AND RATES, (CONT'D.)

#### 3.4 AdvancePay® 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 AdvancePay® Account for friends and family who are called parties (Customer) for the payment of Collect calls made to the Customer placed from Institutions served by the Company. Funds in the Customer's account may be used for payment of Collect calls placed by Inmates to only those telephone numbers specified by the Customer. Establishment and maintenance of an account are 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 deposits will be accepted with a \$50.00 deposit maximum unless a Correctional Institution requires a different practice. Initial and additional deposits into the account may be made by cash, check, credit card, or Western Union. Transaction fees will apply for credit card and check by phone transactions. All deposits will be subject to applicable taxes and fees.

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 review their account online or contact the Company's toll-free customer service number for account balance information at any time. If the account balance is insufficient, calls placed to the numbers specified by the Customer will not be completed until the account is replenished.

Account holders may seek a refund of unused balances by contacting customer service. Unless applicable law or a Correctional Institution requires a different practice, accounts will become inactive after 180 consecutive days of inactivity or non-use. Account holders will have 180 days from the date of the last call charged to the account to request a refund of any unused account balance. If an account is used at any point during the inactivity period, the 180-day inactivity period will restart. If the account holder provides sufficient contact information to the Company and affirmatively agrees to receive notifications by text message and/or email from the Company, the Company will provide text message and/or email notice to the account holder 30 days prior to the scheduled expiration of the account. Upon receipt of a verified refund request during the 180-day period, any remaining balance in an account will be refunded to the Customer after deducting any call charges, applicable taxes, and transaction fees incurred during the current billing cycle.

All security measures and Inmate calling restrictions as set forth elsewhere in this Price List are also applicable for any calls made using an AdvancePay® Account.

Posted: January 13, 2023

---

**SECTION 3 - SERVICES AND RATES, (CONT'D.)**

**3.4 AdvancePay® Accounts, (Cont'd.)**

**3.4.1 Rates and Charges**

- A. Option 1** - Rates and charges are the same as those set forth in the Company's rate schedules set forth in Section 3.1.
- B. Option 2** - Rates and charges are provided at a discount per request of the Correctional Institution.

Posted: January 13, 2023

---

### SECTION 3 - SERVICES AND RATES, (CONT'D.)

#### 3.5 Ancillary Service Charges

**3.5.1 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 per transaction

**3.5.2 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 per transaction

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

Paper Bill/Statement Fees       \$2.00 per transaction

#### **3.5.4 Third-Party Money Transmitter Fee**

\$3.00 per transaction when paid using an automated payment system

\$5.95 per transaction when paid using a live agent

#### **3.5.5 Single-Call Fee**

\$3.00 per transaction when paid using an automated payment system, plus the adopted per-minute rate

\$5.95 per transaction when paid using a live agent, plus the adopted per-minute rate.

Pursuant to the Federal Communications Commission's Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking, FCC 21-60, released May 24, 2021 and effective October 26, 2021 (the "FCC 2021 Order"), the jurisdictional nature of an intrastate call depends exclusively on determining that the physical location of the originating and terminating endpoints of the call are in the state. To the extent that location data is not available, a call will be treated as an interstate call and subject to the rates and Ancillary Service Charges set forth in ViaPath Technologies' interstate published rates found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/> unless the law requires otherwise.