# REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO INTEREXCHANGE RESELLER SERVICES WITHIN THE COMMONWEALTH OF PENNSYLVANIA PROVIDED BY

# GLOBAL TEL\*LINK CORPORATION D/B/A VIAPATH TECHNOLOGIES AND DSI-ITI, INC. D/B/A VIAPATH TECHNOLOGIES

This Price List contains the descriptions, regulations, and rates applicable to intrastate interexchange telecommunications resale services provided by Global Tel\*Link Corporation d/b/a ViaPath Technologies and DSI-ITI, Inc. d/b/a ViaPath Technologies (collectively, the "Company") to Correctional Institutions for use by Incarcerated People within the Commonwealth of Pennsylvania.

# **VIAPATH TECHNOLOGIES**

Effective: July 15, 2025

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**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 Incarcerated People in a Correctional Institution for each day of the preceding calendar year divided by the number of days in that year, calculated each year on or before April 30.

**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 Pennsylvania Public Utility Commission.

**Company** - Refers to Global Tel\*Link Corporation d/b/a ViaPath Technologies and DSI-ITI, Inc. d/b/a ViaPath Technologies, unless otherwise clearly indicated by the context.

**Correctional Institutions or Institution -** Refers to any type of confinement institution, including prisons, jails, work farms, detention centers or other facilities used for penalty or confinement purposes.

**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 Incarcerated People of Correctional Institutions, the called party is the Customer and is responsible for payment of charges.

FCC – Refers to the Federal Communications Commission.

**Incarcerated Person/People** - The jailed population of Correctional Institutions who are authorized by the Institution to use Company services. Responsibility for payment of Incarcerated People charges requires positive acceptance by a Customer (*i.e.*, billed to a third party) or prepayment by the Incarcerated Person.

**Institutional Telephone** – A coinless telephone instrument that allows Incarcerated People to place Collect and prepaid calls at the instrument.

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# SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Jail – A Correctional Institution 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; or (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 Incarcerated People; immigration detention facilities operated by, or pursuant to contracts with, federal, state, city, county, or regional agencies; juvenile detention centers; and secure mental health facilities.

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

**Prison** – A Correctional Institution 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 Incarcerated People are post-conviction or are committed to confinement for sentences longer than one year.

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

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

# 2.1 Undertaking of the Company

The Company's services and facilities are furnished to Correctional Institutions in Pennsylvania for communications originated by Incarcerated People. The Company, through its call processing equipment, only provides automated Collect, prepaid and debit Incarcerated People calling services. This Price List encompasses only those services provided between locations within the Commonwealth of Pennsylvania. 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 Incarcerated People in accordance with the terms and conditions set forth under this Price List and through contract with the 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.

#### 2.2 Use of Service

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

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

#### 2.3 Limitations of Service

- **2.3.1** The Company provides calling services to Incarcerated People.
- **2.3.2** Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this Price List and the contractual requirements of the Correctional Institution.
- **2.3.3** The Company reserves the right to suspend or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this Price List, or in violation of the law or the policies, rules and regulations of a Correctional Institution.
- **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** All facilities provided under this Price List are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company.
- **2.3.6** Service may otherwise be limited at the request of the Institution's administration or by rules of the Commission to decrease fraud and maintain security and control over the Incarcerated People population.

#### **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 Incarcerated Person 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 Price List, 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.
- Institution, Customer and Incarcerated Person 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, Institution, Incarcerated Person or Customer under this Price List; or for any act or omission of the Institution, Customer or Incarcerated Person; 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 Institution, Incarcerated Person, or 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.

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

# 2.5 Assignment or Transfer

All facilities or services provided under this Price List are directly or indirectly controlled by the Company and neither the Institution nor the Incarcerated Person 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 Price List 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 telecommunications industry as endorsed by the Commission and/or the FCC.

#### 2.7 Installation and Termination

Service is installed upon mutual agreement between the Correctional 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.

#### 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 Incarcerated People, pursuant to standards established by rules set forth and maintained in accordance with Commission rules.

# 2.9.2 Advance Payments

Other than the establishment of an account with the Company, 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 estimated charges as an advance payment for service. This will be applied against the next month charges and a new advance payment may be collected for the next month, if necessary.

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

# 2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or Incarcerated Person 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).

# 2.10.1 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 by the Company as soon as possible.

The Company will promptly investigate and advise the Customer as to its findings concerning disputed charges. Adjustments to Customer's bills will be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

#### 2.10.2 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 Incarcerated People 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 Incarcerated Person 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.

#### 2.10.3 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 Pennsylvania law.

## 2.10.4 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 taxes, fees, and surcharges in addition to normal usage charges, including, but not limited to: Universal Service Fund, Federal Excise Tax, State Sales Tax, Municipal Taxes, 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 Price List.

#### 2.12 Refusal or Discontinuance by Company

- **2.12.1** The Company may terminate service to a Customer or Institution for nonpayment of undisputed charges or violation of this Price List or provision of law
- **2.12.2** 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 regulation 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.

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

## 2.13 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.

#### 2.14 Contracts

Service is offered on a contractual basis to meet specialized requirements of Correctional Institutions. The terms of each contract shall be mutually agreed upon between the Correctional Institution and the Company and may include discounts on rates contained in this Price List, charges for specially designed non-telecommunications constructed services, or other customized features.

# 2.15 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 and this Price List. The terms, conditions, obligations and regulation set forth in this Price List shall be incorporated into, and be part of, said contract, and shall be binding on Company and Customer.

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#### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

#### 3.1 General

Service is offered to Incarcerated People for outward-only calling. Collect calls may be billed to residential or business lines. Billing information will be validated.

#### 3.2 Timing of Calls

- 3.2.1 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.
- **3.2.2** Chargeable time for a call ends upon disconnection by either party.
- **3.2.3** The minimum call duration and initial period for billing purposes is one minute.
- **3.2.4** Unless otherwise specified in this Price List, for billing purposes usage is measured and rounded to the next higher full minute.
- 3.2.5 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 the call or responsibility for the call 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.

# **SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

#### 3.3 Calling Restrictions and Safety and Security Measures

For services provided to Incarcerated People, 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 Incarcerated Person 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 Incarcerated Person access to "911," "411," or local operators reached through "0-" dialing.
- 4. At the request of the Institution, the Company may block Incarcerated Persons 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. Incarcerated People 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.
- 8. At the request of the Institution, equipment may be provided which permits monitoring of Incarcerated Person calls by legally authorized government officials.

#### 3.4 Institutional Operator Assisted Calling

Institutional operator assisted service allows Incarcerated People to place Collect calls through an automated call processing system. The call processing system prompts the Incarcerated Person 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 Incarcerated Person access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the Institution.

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# **SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

#### 3.5 Calling Using Prepaid Debit Accounts

A Prepaid Debit Account allows each Incarcerated Person 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 Incarcerated Person phone system. The Prepaid Debit Account is associated with the Incarcerated Person's Personal Identification Number (PIN.) When the Incarcerated Person 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 Incarcerated Person 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's system automatically informs the Incarcerated Person 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 Incarcerated Person upon release of the Incarcerated Person 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 safety and security measures and Incarcerated Person calling restrictions as set forth elsewhere in this Price List are also applicable for any calls made using a Prepaid Debit Account.

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# SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 3.6 Calling Using 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 Incarcerated People 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 Incarcerated Person 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 may apply for credit card and check by phone transactions. All deposits will be subject to applicable taxes and fees.

When an Incarcerated Person 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 fees incurred during the current billing cycle.

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

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#### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

# 3.7 Rates and Charges

Pursuant to the FCC's Report and Order, Order on Reconsideration, Clarification and Waiver, and Further Notice of Proposed Rulemaking, FCC 24-75 (released July 22, 2024) ("2024 FCC Order") and the FCC's Order, DA 25-565 (released June 30, 2025) ("2025 FCC Order"), new per-minute voice calling rate caps will be implemented at each Correctional Institution on a staggered basis from through April 1, 2027 in accordance with the standards set forth in the 2024 FCC Order and the 2025 FCC Order. Once implemented at a specific Correctional Institution, the 2024 FCC Order per-minute voice calling rate caps will be:

Prison	\$0.06 per minute
Large Jail (1000+ ADP)	\$0.06 per minute
Medium Jail (350-999 ADP)	\$0.07 per minute
Small Jail (100-349 ADP)	\$0.09 per minute
Very Small Jail (0-99 ADP)	\$0.12 per minute

Until the completion of the staggered implementation of the 2024 FCC Order rate caps, and subject to any further modifications by the FCC or the courts, the maximum per-minute rates for the intrastate voice services set forth in Sections 3.4, 3.5, and 3.6 above will be one of the following options at the discretion of the Correctional Institution:

# Option 1 – 2021 FCC Order Voice Calling Rate Caps

Prison	\$0.14 per minute*
Large Jail (1000+ ADP)	\$0.16 per minute*
Small Jail (Less than 1000 ADP)	\$0.21 per minute

<sup>\*</sup>Option 1 rates may include a site commission up to \$0.02 per minute pursuant to the Company's arrangements with the applicable Correctional Institution.

# **Option 2 – Other Intrastate Voice Calling Rates**

All Correctional Institutions up to \$0.30 per minute