

OKLAHOMA TERMS OF SERVICE
OF
Global Tel*Link Corporation d/b/a ViaPath Technologies

3120 Fairview Park Drive, Suite 300
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Telephone: 703-955-3910

This Terms of Service document contains the descriptions, regulations, and rates applicable to the furnishing of institutional telecommunications services provided by Global Tel*Link Corporation d/b/a ViaPath Technologies within the State of Oklahoma. This document is posted at www.viopath.com/legal-and-privacy/. Copies may also be inspected during normal business hours at the Company's principal place of business at 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042.

Wherever in this document or its headings, the term "Company" or the name Global Tel*Link Corporation, that shall mean and shall refer to Global Tel*Link Corporation d/b/a ViaPath Technologies.

Effective: June 1, 2026

Issued by: Tariff Administrator
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web.connectnetwork.com
1-877-650-4249

TABLE OF CONTENTS

Table of Contents	2
Section 1 - Technical Terms and Abbreviations	3
Section 2 - Rules and Regulations	5
Section 3 - Description of Services and Rates	13

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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. Collect calls are 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.

Commission - Refers to the Oklahoma Corporation Commission.

Company – Refers to Global Tel*Link Corporation d/b/a ViaPath Technologies.

Correctional Institution or Institution - Refers to any type of confinement facility, 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 document. 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.

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.

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

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.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished to Incarcerated People in Correctional Institutions for communications originating and terminating within the State of Oklahoma under the terms of this document.

The Company installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this document. The Company 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 Company network.

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 document.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this document, 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 All facilities provided under this document are directly 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. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this document shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6 Service provided to Correctional Institutions for use by Incarcerated People may be restricted or otherwise limited under the direction of, and at the discretion of, authorized personnel of the Institution.
- 2.2.7 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Use**

Services provided under this document may be used for any lawful purpose for which the service is technically suited subject to the limitations imposed by the Correctional Institution.

2.4 Liabilities of the Company

- 2.4.1** The liability, if any, of the Company arising out of or in any way connected with any defect, error, omission, delay, interruption, suspension or other failure in connection with furnishing service or facilities shall, unless otherwise provided in the schedules, be in an amount not in excess of the charge for the service or facility involved for the period during which the defect, error, omission, delay, interruption, suspension or other failure continues.
- 2.4.2** The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and its connecting companies in view of the possibility of errors and the impossibility of fairly fixing the cause.
- 2.4.3** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of debit or authorization codes issued for use with the Company's services. Nor will the Company be liable for any claim or loss on any unused balance remaining on an account provided to a Customer.
- 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 Institutor, Customer, or Incarcerated Person.
- 2.4.6** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Installation**

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

2.6 Terminal Equipment

The Company's facilities and service is used with or terminated in Company-provided pay telephone equipment and communications systems. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the FCC.

2.7 Interconnection

2.7.1 Service furnished by the Company may be connected with the services or facilities of other carriers. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.7.2 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 FCC.

2.8 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Billing and Payment for Service****2.9.1 Responsibility for Charges**

The called party that accepts a collect call is responsible for payment of all charges for services.

2.9.2 Payment for Service

All charges due by the Customer or Incarcerated Person are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customer bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.9.3 Disputed Charges

In the event of a dispute, the Company shall make such investigation as required by the particular case. The Company shall suspend billing on disputed amounts until such investigation is complete. The Company shall report the results of the investigation to the Customer; and in the event the dispute is not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission's Consumer Services Department at:

Oklahoma Corporation Commission
Consumer Services Department
2401 North Lincoln Boulevard
Oklahoma City, OK 73105
Telephone: (405) 521-2331
Toll Free: (800) 522-8154
CS@occ.ok.gov

When a complaint has been made with the Commission's Consumer Services Department the Company shall be required to forego collection of the disputed charges pending investigation by the Commission's Consumer Services Department. The Customer shall be required to pay undisputed charges, and if not paid, the Company may start collection procedures.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Billing and Payment for Service, (Cont'd.)****2.9.4 Late Payment Fees**

For calls billed directly by the Company, the Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer.

2.9.5 Return Check Charge

The Company reserves the right to assess a return check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

2.10 Special Pricing Arrangements/Individual Case Bases (ICB) Arrangements

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

2.11 Deposits

The Company does not require deposits from Customers for its services.

2.12 Advance Payments

The Company does not require advance payments from Customers for its services other than the establishment of an account with the Company.

2.13 Taxes

The Company reserves the right to bill any and all applicable taxes and surcharges in addition to normal usage charges. All applicable taxes and surcharges are billed as separate line items and are not included in the rates quoted in this document.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Cancellation by the Customer**

The Customer may cancel or refuse service by not accepting collect calls placed to his/her telephone number. Service may also be discontinued upon oral or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.15 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, orally or in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Company may refuse or discontinue service under the following conditions:

- 2.15.1** Nonpayment of a bill owing to the Company;
- 2.15.2** Violation or noncompliance with any provision of law, or rules and regulations within this document, or Oklahoma Corporation Commission rules and regulations;
- 2.15.3** Excessive or improper use of telecommunications services, or use in such a manner as to interfere with reasonable service to other customers.
- 2.15.4** In the event of Customer, Institution, or Incarcerated Person use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- 2.15.5** In the event of tampering with the equipment or services owned by the Company or its agents.
- 2.15.6** 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, Institution, or Incarcerated Person to make, at its 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.
- 2.15.7** By reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.16 Disconnection and Notice**

2.16.1 When service to a customer is disconnected for nonpayment of a bill for service, the Company shall give at least five (5) days written notice to the Customer of the Company's intent to discontinue service. Notice shall be mailed by the Company to the Customer's address. Notice will be deemed given to the Customer two (2) days after mailing by the Company.

2.16.2 A notice of discontinuance shall contain the following:

- (a) Name, address, and telephone number of the Customer;
- (b) Statement of reason for proposed discontinuance of service;
- (c) The date on or after which service will be discontinued unless appropriate action is taken;
- (d) The telephone number of the Company where the Customer may make an inquiry;
- (e) Charges for reconnection;
- (f) The address and telephone number of the Commission's Consumer Services Division.

2.16.3 The Company shall not be required to give the written notice of discontinuance in situations where the Company has evidence of fraudulent or illegal use of the Company's services.

2.17 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.18 Contracts**

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

2.19 Call Restrictions

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

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

Service is offered to Incarcerated People in Correctional Institutions for outward-only calling. 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 document 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 responsibility for the charges. If a Customer believes he or she has been incorrectly billed for an incomplete call, the Company will, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

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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 by the Company.
2. At the request of the Institution, the Company may block access by Incarcerated People 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 access by Incarcerated People 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, reasonable efforts will be made to refund any unused funds in a Prepaid Debit Account 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 document 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 and are subject to conversion as set forth below after 270 consecutive days of non-use or no activity. The Company will make reasonable efforts to inform account holders that their account has unused funds. If the account holder provides sufficient contact information and affirmatively agrees to receive notifications, the Company will provide text message and/or email notice to the account holder of unused funds. Account holders will have 270 days from the date of the last activity associated with 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 period will restart. Upon receipt of a verified refund request during the 270-day period, any remaining balance in an account will be refunded to the account holder after deducting any call charges, applicable taxes, and fees incurred during the current billing cycle. After 270 days of continuous account inactivity, any remaining funds will no longer be available and will be automatically converted to (and used to pay for) audio calling minutes in the Company's free calling program.

All safety and security measures and Incarcerated Person calling restrictions as set forth elsewhere in this document 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**

Voice calls made using the services set forth in Sections 3.4, 3.5, and 3.6 above shall be charged at the following maximum per-minute rates or less per the request of the Correctional Institution.

Pursuant to the FCC's Report and Order, Order on Reconsideration, and Further Notice of Proposed Rulemaking, FCC 25-75 (released November 6, 2025) ("2025 FCC Order"), new per-minute voice calling rates will be implemented at each Correctional Institution in accordance with the standards set forth in the 2025 FCC Order. Once implemented at a specific Correctional Institution, the 2025 FCC Order per-minute voice calling rates will be no more than:

Prison (any ADP)	\$0.11 per minute
Large Jail (1000+ ADP)	\$0.10 per minute
Medium Jail (350-999 ADP)	\$0.12 per minute
Small Jail (100-349 ADP)	\$0.13 per minute
Very Small Jail (50-99 ADP)	\$0.15 per minute
Extremely Small Jail (0-49 ADP)	\$0.19 per minute

Pursuant to the FCC's Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking, FCC 21-60 (released May 24, 2021), 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 FCC jurisdiction unless the law requires otherwise.

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