
INSTITUTIONAL TELECOMMUNICATIONS SERVICES

*This Alabama Tariff No. 2 replaces
Telmate, LLC's AL P.S.P. No. 1 and Abbreviated Tariff in their entirety.*

ALABAMA
TELECOMMUNICATIONS TARIFF
OF
Telmate, LLC d/b/a ViaPath Technologies

This Tariff contains the descriptions, regulations, and rates applicable to the provision of institutional automated operator assisted telecommunications, by Telmate, LLC d/b/a ViaPath Technologies (the "Company") within the State of Alabama. This Tariff is on file with the Alabama Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

Issued: August 27, 2026

Effective: September 27, 2026

Issued by: Tariff Administrator
Telmate, LLC d/b/a ViaPath Technologies
3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042
<https://www.gettingout.com/> 1-866-516-0115

CHECK SHEET

Pages of this Tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	
Title	Original	*
1	Original	*
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* - indicates those pages included with this filing.

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APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to the provision of intrastate automated operator assisted services provided by Telmate, LLC d/b/a ViaPath Technologies for use by Incarcerated People in Correctional Institutions within the State of Alabama subject to the jurisdiction of the Alabama Public Service Commission.

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EXPLANATION OF SYMBOLS

Changes to this Tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C)** - To signify a changed listing, rule or condition which may affect rates or charges.
- (D)** - To signify discontinued or deleted material, including a listing, rate, rule or condition.
- (I)** - To signify an increase in rates or charges.
- (M)** - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N)** - To signify new material, including a listing, rate, rule or condition.
- (R)** - To signify a reduction in rates or charges.
- (T)** - To signify a change in the wording of the text, but no change in rate, rule or condition.

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the page 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.(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 Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages 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 page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The Tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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 Alabama Public Service Commission.

Company – Refers to Telmate, LLC.

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 Tariff. 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.

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 for communications originating at Correctional Institutions within the state of Alabama. The terms of this Tariff apply to the Company's intrastate calls.

The Company provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff and its contractual obligations to Correctional Institutions.

The Company's services and facilities are available twenty-four hours per day, seven days per week subject to restrictions imposed by the administration of the Institution.

2.2 Limitations

2.2.1 The Company provides calling services to Incarcerated Persons in Correctional Institutions.

2.2.2 Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this Tariff and the contractual requirements of the Correctional Institution.

2.2.3 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 Tariff, or in violation of the law or the policies, rules and regulations of the Correctional Institution.

2.2.4 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.

2.2.5 All facilities provided under this Tariff are directly or indirectly controlled by the Company. The Customer may not transfer or assign the use of service or facilities without the express written consent of the Company.

2.2.6 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.)

2.3 Use

Services provided under this Tariff may be used for any lawful purpose for which the service is technically suited, limited to the provisions of this Tariff and the policies, rules and regulations of the Correctional Institution.

2.4 Liabilities of the Company

2.4.1 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 (including services and facilities involved in emergency calling activity) transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.4.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by 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 copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Tariff; or for any act or omission of the Customer, Institution, 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 caused by negligence of the Company.

2.4.3 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.4.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this Tariff shall not exceed an amount equivalent to the pro rata charge to the Customer for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs.

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

2.5 Deposits and Advance Payments

2.5.1 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.

2.5.2 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 as permitted under Commission rules. 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.)

2.6 Taxes and Surcharges

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 Tariff.

2.7 Payment for Service

2.7.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished 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).

2.7.2 Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within 10 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 must be received by the Company within thirty (30) days after the date of the invoice. Otherwise, all charges will be considered correct and binding.

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received by the Company within ninety (90) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

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

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

2.7 Payment for Service, (Cont'd.)

2.7.3 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may require the customer to establish a prepaid account.

Services provided by the Company are available to Incarcerated People in 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 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.

2.7.4 Return Check Charge

A return check charge of \$30.00 or the actual amount charged by the depository institution, whichever is greater, will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this Tariff and pursuant to Alabama Code § 8-8-15.

2.7.5 Late Payment Fees

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 fifteen (15) days following the date printed on the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

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

2.8 Refusal or Discontinuance by Company

2.8.1 The Company may refuse or suspend service with proper notice to the Customer for any of the following reasons:

- A.** For failure of the Customer to pay a bill for service when it is due.
- B.** For failure of the Customer to make proper application for service.
- C.** For Customer's violation of any of the Company's rules on file with the Commission.
- D.** For failure of the Customer to provide the Company reasonable access to its equipment and property.
- E.** For Customer's breach of the contract for service between the Company and the Customer.
- F.** For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
- G.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- H.** When Company determines that the Customer is attempting to defraud or circumvent policies and procedures of the Company or Correctional Institution.

2.8.2 The Company may refuse or suspend service without notice for any of the following reasons:

- A.** In the event of tampering with the Company's equipment.
- B.** In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- C.** In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- D.** In the event of fraudulent use of the service.

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

2.9 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.

2.10 Call Restrictions

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

2.11 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 Tariff, charges for specially designed or constructed services, or other customized features.

2.12 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 Tariff will be incorporated into, and be part of, said contract, and shall be binding on Company and Customer.

2.13 Provider Point of Contact

Name: Pelicia Hall
Title: Executive Vice President and Chief Regulatory Officer
Telephone: 703-955-3910
Email: pelicia.hall@viapath.com

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 Tariff, 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.

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.

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

3.5 Calls 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 Tariff are also applicable for any calls made using a Prepaid Debit Account.

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

3.6 Calls 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. If an account is used at any point during the inactivity period, the 180-day inactivity period will restart. From time to time during any such period of inactivity, including following 180 days of continuous inactivity, the Company will make reasonable efforts to inform account holders about any unused funds. 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. At the written request of the Customer, any remaining balance in the account will be refunded to the Customer within one (1) year after the account becomes inactive, deducting any call charges, applicable taxes, and transaction fees incurred. After expiration of the one-year period, any remaining balance in the account will be deemed unclaimed property and will be remitted to the State of Alabama pursuant to the Alabama unclaimed property law.

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

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SECTION 4 – RATES AND CHARGES

4.1 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.