



151 Southhall Lane, Ste 450
Maitland, FL 32751
P.O. Drawer 200
Winter Park, FL 32790-0200
www.inteserra.com

February 12, 2019
Via Overnight Delivery

Ms. Luly Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Blvd.
Warwick, RI 02888

RE: ComApp Technologies LLC
Statement of Business Operations and Initial Tariff

Dear Ms. Massaro:

Enclosed for filing please find the original and four (4) copies of the Inmate Provider Statement of Business Operation submitted on behalf of ComApp Technologies LLC ("Company"). Also included in this filing is a check in the amount of \$250.00 to cover the filing fee.

The Company requests confidential treatment of the financial statements included with this Application. These financial statements are provided under seal marked "Confidential". Please handle these documents in accordance with Commission established procedures for confidential material.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3005 or via email to swarren@inteserra.com. Thank you for your assistance in this matter.

Sincerely,

Sharon R. Warren
Consultant

tms: Rlx1901

Enclosures
SW/mp

RECEIVED
2019 FEB 13 PM 4: 17
PUBLIC UTILITIES COMMISSION

BEFORE THE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

INMATE PROVIDER - STATEMENT OF BUSINESS OPERATIONS

ComApp Technologies LLC ("ComApp Technologies" or "Company"), a reseller of telecommunications services, hereby submits the following information in support of its registration for authority to provide automated operator-assisted collect and prepaid calling services to inmates and other incarcerated persons:

1. Company's full name and address:

ComApp Technologies LLC
99 Washington Street
Melrose, MA 02176
Telephone: (781) 665-1997
Facsimile: (781) 665-3013
Toll Free: (866) 800-2802
Website: www.comapptech.com

2. Company's full name and address in Rhode Island:

The Company has no local office in the State of Rhode Island.

ComApp Technologies LLC
99 Washington Street
Melrose, MA 02176
Telephone: (781) 665-1997
Facsimile: (781) 665-3013
Toll Free: (866) 800-2802
Website: www.comapptech.com

3. Company's Business locations:

ComApp Technologies LLC was formed as a limited liability corporation on June 5, 2017 in the state of Massachusetts. The Company is certificated to provide inmate telecommunications services in the following states: California, Georgia, Idaho, Indiana, Kentucky, Missouri, New Hampshire, New Mexico, Ohio, Oregon, South Dakota and Washington.

A copy Applicant's Certificate of Qualification from the Rhode Island Secretary of State is provided as Attachment I.

3. Company's Service Agent for service and address:

The Company's Registered Agent is:

Corporation Service Company
222 Jefferson Boulevard
Suite 200
Warwick, Rhode Island 02888
Phone: (800) 927-9800

4. Company's attorney of record:

The Company has no Attorney of record in Rhode Island.

5. Principal Owners:

<u>Name</u>	<u>Corporate Title</u>
Phil Apanovitch	Member
Homisco, Inc.	Member

The member's listed above may be reached at ComApp Technologies LLC 99 Washington Street, Melrose, MA 02176.

6. Provide a general description of the Company's operations.

ComApp Technologies proposes to provide automated operator-assisted collect and prepaid calling services to inmates and other incarcerated persons throughout the State of Rhode Island. Automated collect or prepaid calls may be placed by inmates within the confinement facility. ComApp Technologies does not offer presubscribed services.

ComApp Technologies' institutional calling services will be for the use of inmates and other incarcerated persons in confinement institutions who place calls to family members, attorneys, bail bondsmen, or any other individuals the inmate is permitted to contact, subject to restrictions imposed by the correctional facility management personnel.

7. Provide a description of the customer service organization to be employed in serving end users.

Service is provided through the Company's underlying carrier that have been selected for the best combination of quality and price.

7. Customer Service contact information:

Phil Apanovitch, President
ComApp Technologies LLC
99 Washington Street
Melrose, MA 02176
Toll Free: (866) 800-2802
Facsimile: (781) 665-3013
Email: phil@comapptech.com
Website: www.comapptech.com

ComApp Technologies utilizes a nationwide toll-free number (866) 800-2802 for customer service. Customer service is available seven days a week, twenty-four hours a day.

8. Regulatory contact information:

For ongoing operations and regulatory issues, please contact:

Phil Apanovitch, President
ComApp Technologies LLC
99 Washington Street
Melrose, MA 02176
Toll Free: (781) 665-1997
Facsimile: (781) 665-3013
Email: phil@comapptech.com
Website: www.comapptech.com

For correspondence concerning this application, please contact:

Sharon R. Warren
Consultant to ComApp Technologies LLC
Inteserra Consulting Group, Inc.
P.O. Drawer 200
Winter Park, Florida 32790-0200
Telephone: (407) 740-83005
Facsimile: (407) 740-0613
Email: swarren@inteserra.com

9. Company's website URL

ComApp Technologies LLC will maintain a website at the following URL: www.comapptech.com.

Respectfully submitted by:



Phil Apanovitch

President

ComApp Technologies LLC.

99 Washington Street

Melrose, MA 02176

Telephone: (781) 665-1997

Facsimile: (781) 665-3013

Toll Free: (866) 800-2802

Dated:

2/8/19

OATH

STATE OF MASSACHUSETTS

COUNTY OF MIDDLESEX

I, Phil Apanovitch, acting on behalf of ComApp Technologies LLC, first being duly sworn upon oath depose and say I am President of ComApp Technologies LLC; that I have read the above and foregoing petition by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.



Phil Apanovitch
President
ComApp Technologies LLC
99 Washington Street
Melrose, MA 02176

Subscribed and sworn before me, this

8th day of February, 2019.



Notary Public (Seal)

My Commission Expires 10/31/23.



LYNETTE ESPINOSA
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP 10-31-23

COMAPP TECHNOLOGIES LLC

ATTACHMENT I

RHODE ISLAND SECRETARY OF STATE AUTHORIZATION



State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, Secretary of State

CERTIFICATE OF GOOD STANDING

I, Nellie M. Gorbea, Secretary of State and custodian of the seal and corporate records of the State of Rhode Island and Providence Plantations, hereby certify that:

ComApp Technologies LLC

is a Limited Liability Company formed under the laws of **MASSACHUSETTS**

that qualified to conduct business in this state on **October 24, 2018**. I further certify that revocation proceedings are not pending; a certificate of withdrawal has not been filed; all annual reports are of record and the company is active and in good standing with this office.

This certificate is not to be considered as a notice of the company's tax status, financial condition or business practices; such information is not available from this office.

SIGNED and SEALED on

February 11, 2019

Secretary of State



Certificate Number: 19020022910

Verify this Certificate at: <http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx>

Processed by: dantonelli

COMAPP TECHNOLOGIES LLC

ATTACHMENT II

FINANCIAL INFORMATION

As a startup company, the Company does not have a complete set of financial statements at this time. Homisco, Inc., a member of ComApp Technologies LLC, will initially be providing financial support to the Applicant. The financial statements will be provided to the Commission separately under Confidential Seal. The financial statements demonstrate the Applicant's financial ability to provide the proposed services. The financial information is not public information, but rather constitutes confidential and proprietary information, therefore, ComApp respectfully requests that this confidential information not be provided to those who are not a party to this proceeding.

COMAPP TECHNOLOGIES LLC

ATTACHMENT III

PROPOSED TARIFF

COMAPP TECHNOLOGIES LLC

TELECOMMUNICATIONS TARIFF

ComApp Technologies LLC
Toll-free Telephone Number: (866) 800-2802

This tariff contains the descriptions, regulations, and rates applicable to the provision of interexchange telecommunications, by ComApp Technologies LLC (“ComApp Technologies”) within the State of Rhode Island. This tariff is on file with the Rhode Island Public Utilities Commission.

Issued: February 13, 2019

Effective:

Issued by: Phil Apanovitch - President
99 Washington Street
Melrose, MA 02176

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	
1	Original	*
2	Original	*
3	Original	*
4	Original	*
5	Original	*
6	Original	*
7	Original	*
8	Original	*
9	Original	*
10	Original	*
11	Original	*
12	Original	*
13	Original	*
14	Original	*
15	Original	*
16	Original	*
17	Original	*
18	Original	*

Issued: February 13, 2019

Effective:

Issued by: Phil Apanovitch - President
99 Washington Street
Melrose, MA 02176

TABLE OF CONTENTS

	Page
Check Sheet	2
Table of Contents	3
Section 1 - Terms and Abbreviations	4
Section 2 - Rules and Regulations	5
Section 3 – Institutional Calling Services	13

Issued: February 13, 2019

Effective:

Issued by: Phil Apanovitch - President
99 Washington Street
Melrose, MA 02176

SECTION 1 - TERMS AND ABBREVIATIONS

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.

Client – The confinement facility administration or governing entity with which the provider has contracted to provide Inmate Phone Service.

ComApp Technologies - Used throughout this tariff to refer to ComApp Technologies LLC.

Commission – The Rhode Island Public Utilities Commission.

Inmate Phone Service (IPS) – A class of telecommunications service made available at an institution for use by inmates in making outbound, automated-collect- only or debit system calls. Call placement, recording and billing arrangements are performed without the assistance of a live operator.

Inmates - The jailed or confined population of correctional or confinement institutions.

Inmate Telephone – A coinless telephone instrument installed in a confinement facility conforming to rules established by the Rhode Island Public Utilities Commission.

Institution – Any type of confinement or correctional facility, such as mental health facilities, prisons, jails, work farms or detention facilities.

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

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.

Issued: February 13, 2019

Effective:

Issued by: Phil Apanovitch - President
99 Washington Street
Melrose, MA 02176

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

The company shall install, operate and maintain inmate telecommunications equipment provided hereunder in accordance with the terms and conditions set forth under the tariff. The service shall benefit the inmates housed in confinement facilities under municipal, county, state and federal jurisdiction and serve to benefit the called party as well as the client.

Subject to limitations and rules established by the administration of the facility; the equipment is available for use twenty-four hours per day, seven days a week.

2.2 Limitations

2.2.1 The Company's equipment is provided subject to the provisions of this tariff.

2.2.2 The company reserves the right to discontinue furnishing service, or limit service, necessitated by conditions beyond its control or when a Customer, Calling Party, Called Party, Inmate or other person attempts to fraudulently obtain service or is otherwise using the phone equipment in violation of applicable laws or the provisions of this tariff. Service shall not be used at any time for unlawful purposes.

2.2.3 Title to any equipment provided by Company under these regulations remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations, terms and conditions contained in this tariff shall apply to any assignee or transferee.

2.2.4 Service may be limited at the discretion of the administration of the confinement facility, which may restrict access to the phone equipment.

Issued: February 13, 2019

Effective:

Issued by: Phil Apanovitch - President
99 Washington Street
Melrose, MA 02176

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.

2.4 Liabilities of Company

The following tariff language does not constitute a determination by the Commission that a limit of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

2.4.1 Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.

2.4.2 The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

Issued: February 13, 2019

Effective:

Issued by: Phil Apanovitch - President
99 Washington Street
Melrose, MA 02176

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

2.4 Limitation of Liability

- 2.4.1 The Company is not liable for damages to a confinement facility resulting from the furnishing of service including the installation, modification or removal of equipment and associated wiring, unless the damage is directly caused by the employees of the company or its authorized agents.
- 2.4.2 The Company shall not be responsible for interruptions of service resulting from the following: 1) three-way call attempts 2) call waiting tones 3) call holding attempts 4) call transfer attempts 5) line or equipment interference at called party premises 5) cessations of speech with no hang up. In no event will the Company be liable for consequential damages resulting from the interruptions of service listed above.
- 2.4.3 The Company, at its own expense, will indemnify the Client and hold it harmless in respect to any and all loss, damage, liability or expense asserted against the Client by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Client or its agents or representatives arising out of performance by Company of any testing or other activities on the Client's premises pursuant to this tariff. Company's obligations under the immediately preceding sentence shall be subject to the Client's full performance of this tariff and subject further to the Client's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and to not interfere with the services rendered by the Company.
- 2.4.4 The Company shall be indemnified and held harmless by the Client against:
1) Claims for libel, slander, infringement of copyright or patent infringement, unauthorized use of any trademark, trade name or service mark arising out of the material, date information, or other content transmitted over the Company's system or equipment; and 2) all other claims arising out of any act or omission by the Client in connection with any service provided by the Company.

Issued: February 13, 2019

Effective:

Issued by: Phil Apanovitch - President
99 Washington Street
Melrose, MA 02176

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

2.4 Limitation of Liability, (Cont'd.)

2.4.5 The Company shall not be liable for and shall be indemnified and held harmless by Client's, Customers, Called Party's, Calling Party's or Inmates against all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer, Calling Party, Called Party, Inmate or any other party or person, or for any destruction of any property, whether owned by a Customer or others, caused by or claimed to have been caused directly or indirectly by the installation, operation and maintenance of service provided by the Company

2.4.6 The language set forth in this section does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

Issued: February 13, 2019

Effective:

Issued by: Phil Apanovitch - President
99 Washington Street
Melrose, MA 02176

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

2.5 Assignment or Transfer

All facilities or services provided under this tariff are directly or indirectly controlled by the Company and neither the Institution nor Inmate 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 tariff 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 Federal Communications Commission.

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 inmates, pursuant to standards established by rules in accordance with Commission rules.

2.9.2 Advance Payments

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's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

2.10 Payment for Service

2.10.1 Payment for Service

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

2.10.2 Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within 15 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 orally or in writing 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.

Issued: February 13, 2019

Effective:

Issued by: Phil Apanovitch - President
99 Washington Street
Melrose, MA 02176

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

2.10 Payment for Service, Cont'd.

2.10.3 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 facilities in accordance with facility-authorized programs. The Company may request that the correctional facility 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.

2.10.4 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 Rhode Island law.

2.10.5 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds.

2.11 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, and Telecommunications Relay Service Fund (TRS). All applicable taxes and fees are billed as separate line items and are not included in the rates quoted in this tariff.

Issued: February 13, 2019

Effective:

Issued by: Phil Apanovitch - President
99 Washington Street
Melrose, MA 02176

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

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 tariff 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 ComApp Technologies LLC.
- 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.

Issued: February 13, 2019

Effective:

Issued by: Phil Apanovitch - President
99 Washington Street
Melrose, MA 02176

SECTION 3 – INSTITUTIONAL CALLING SERVICES

3.1 Institutional Operator Assisted Calling

Institutional operator assisted service allows Inmates to place operator assisted 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.

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 at correctional facilities, the following special conditions apply:

- (A) Calls to "900", "976" or other pay-per-call services are blocked by the Company.
- (B) 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).
- (C) At the request of the Institution, the Company may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- (D) At the request of the Institution, the Company may block Inmate access to specific telephone numbers.
- (E) Availability of the Company's services may be restricted by the Institution to certain hours and/or days of the week.
- (F) 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.
- (G) At the request of the Institution, the Company may impose time limits on local and long distance calls placed using its services.
- (H) At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.
- (I) Calls terminating to wireless numbers will be rated at the applicable intraLATA toll rate.

Issued: February 13, 2019

Effective:

Issued by: Phil Apanovitch - President
99 Washington Street
Melrose, MA 02176

SECTION 3 – INSTITUTIONAL CALLING SERVICES, (CONT'D)

3.2 Institutional Automated Collect Operator Service

The Company provides Institutional Automated Collect Operator Service to inmates of confinement facilities. Service may be limited by the administrators of the institutions as to availability, call duration or calling scope. Calls are billed to the Called Party via the called party's serving local exchange carrier. The Called Party must actively accept charges for the call.

Institutional automated collect operator service allows inmates to make collect calls to terminating locations anywhere within in the state. An automated system prompts the caller and the called party through user - friendly instructions. The called party must accept responsibility for payment of the charges by dialing the designated digit for acceptance. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is terminated.

Use of the automated collect calling service is subject to the rules and regulations of the Commission and the institution's administrative restrictions.

3.3 Institutional Prepaid Collect Service

3.3.1 General

Institutional Prepaid Collect provides an alternative payment arrangement for inmates in Confinement Institutions. This service enables end users to receive calls originating from confined persons and who cannot or who do not wish to have such calls billed through their own local exchange service provider.

An Institutional Prepaid Collect account is set up by the Company for the Customer who receives collect calls from an inmate in a confinement facility. Once an account is established, all collect calls from the confinement facility to the telephone number (s) associated with the account are processed real-time and posted to the account. If the payment into the account is provided via the Customer's credit card, credit verification procedures are carried out under the terms specified in Section 2. The Company does not engage in direct monetary transactions with the inmate. Accounts may be replenished.

Issued: February 13, 2019

Effective:

Issued by: Phil Apanovitch - President
99 Washington Street
Melrose, MA 02176

SECTION 3 – INSTITUTIONAL CALLING SERVICES, (CONT'D)

3.3 Institutional Prepaid Collect Service, (Cont'd)

3.3.1 General, (Cont'd)

Network usage is deducted from the Available Usage Balance in full minute increments on a real time basis as the call progresses. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the Account is insufficient to continue the call. Customers are responsible for contacting the Company's Customer Service Department to obtain the Available Usage Balance remaining in the Account. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Available Usage Balance in the Institutional Prepaid Collect Account is refundable upon request by the called party. Customers may choose to have their remaining balances refunded to a prepaid card that is available for use anywhere in the continuous USA. Check or credit card refunds are available if request is within 180 days of the last customer initiated activity. After 180 days, refund requests of remaining balances will be transferred to a prepaid card and mailed to the customer. An Institutional Prepaid Collect account is deactivated when no customer- initiated activity occurs within 180 days following the last customer-initiated transaction. The Available Usage Balance never expires and is available for usage until the balance on the account is zero.

Institutional Prepaid Collect Accounts are available for use 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Confinement Institutions. No minimum service period applies.

Issued: February 13, 2019

Effective:

Issued by: Phil Apanovitch - President
99 Washington Street
Melrose, MA 02176

SECTION 3 – INSTITUTIONAL CALLING SERVICES, (CONT'D)**3.4 Institutional Prepaid Debit Service****3.4.1 Description**

Institutional prepaid debit service allows an inmate to purchase a card or deposit funds into an account. Debit cards or Debit accounts may be funded in any amount subject to the requirements or restrictions of the Confinement Institution. To place a call, the inmate enters a specified Personal Identification Number (PIN) and dials the desired telephone number.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account following completion of the call and after it is rated.

Refunds of remaining balances in a Debit Card or Debit Account are refundable upon request, typically after release of the inmate from the Institution. The Available Usage Balance expires six months from the date the last call is made on the account or card. No refunds of unused balances will be issued after the expiration date.

Issued: February 13, 2019

Effective:

Issued by: Phil Apanovitch - President
99 Washington Street
Melrose, MA 02176

SECTION 3 – INSTITUTIONAL CALLING SERVICES, (CONT'D)

3.5 Institutional Calling Rates and Charges

3.5.1 Plan A

	Rate Per Minute
Prepaid:	\$0.21
Collect:	\$0.25

3.5.2 Plan B

	Rate Per Minute
Prepaid:	\$0.26
Collect:	\$0.30

Issued: February 13, 2019

Effective:

Issued by: Phil Apanovitch - President
99 Washington Street
Melrose, MA 02176

SECTION 3 – INSTITUTIONAL CALLING SERVICES, (CONT'D)

3.6 Miscellaneous Charges

3.6.1 Ancillary Service Charges

- A. 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

- B. 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

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

Paper Bill/Statement Fees \$2.00

Issued: February 13, 2019

Effective:

Issued by: Phil Apanovitch - President
99 Washington Street
Melrose, MA 02176