

TITLE PAGE

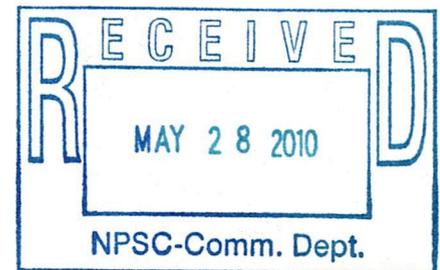
RATES, RULES AND REGULATIONS FOR FURNISHING
TELEPHONE SERVICE

BY

VALUE-ADDED COMMUNICATIONS, INC.

This tariff contains the descriptions, regulations, rates, and charges applicable to the provision of Institutional Phone Services between points within Nebraska by Value-Added Communications, Inc., with principal offices at 3801 E. Plano Parkway, Suite 100, Plano, Texas 75074. This tariff is on file with the Nebraska Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

The Company' telephone number is: (800) 777-9759



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Value-Added Communications, Inc.
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CHECK SHEET

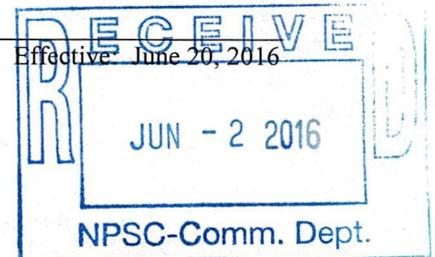
All pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>	
1	3 rd Rev.	*	26	3 rd Rev.	*
2	Original		27	Original	
3	Original				
4	Original				
5	1st Rev.	*			
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22	2 nd Rev.	*			
22.1	2 nd Rev.	*			
23	1st Rev.	*			
24	1st Rev.	*			
25	1st Rev.	*			

* - indicates those pages included with this filing

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12021 Sunset Hills Road, Suite 100
Reston, VA 20190



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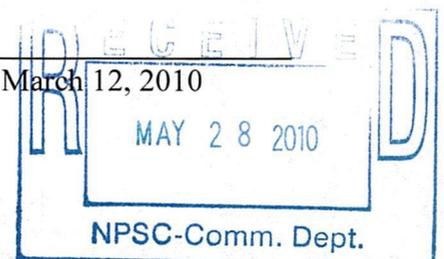
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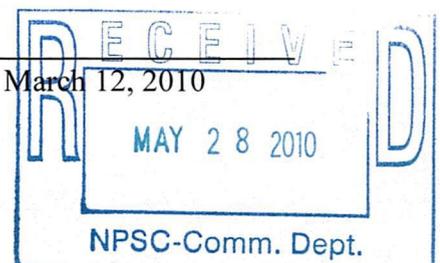
TARIFF FORMAT

- 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 4 and 5 would be 4.1.
- 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. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.
- 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.** When a tariff filing is made, 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 (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains 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 page on file with the Commission.

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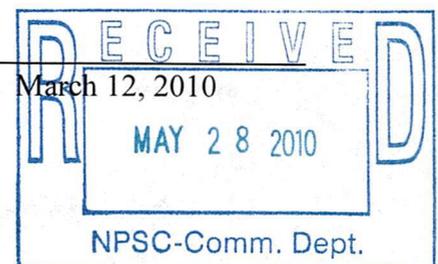
APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of intrastate institutional phone service to correctional facilities by Value-Added Communications, Inc. within the State of Nebraska.

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SECTION 1 - DEFINITIONS

Advanced Pay Call: A call billed to the personal account set up by called party.

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.

(N)
(N)

Authorization Code: A numeric code, one or more of which are available to a customer to allow access to the earlier and which are used by the carrier to prevent unauthorized access and to identify the customer for billing purposes.

Authorized User: A person, firm, corporation or other entity authorized to use the Company's services.

Auto-Collect Call: A call billed to the called party without the intervention of a live operator.

Billing Cycle: The Company enters into contractual arrangements with local exchange carriers, third-party billing agents, and commercial credit card companies to perform billing and collection services on behalf of the Company. The billing cycle for each call is determined by the existing billing arrangement between the end user and the billing entity.

Called Station: The terminating point of the call (i.e. the called number).

Calling Station: The originating point of the call (i.e. the calling number).

Carrier: Value-Added Communications, Inc., unless the context clearly indicates otherwise.

Collect Billing: A billing arrangement whereby the originating caller can bill the charges for a call to the called party, provided that the called party accepts the charges.

Collect Call: A call charged to the called party.

Company: Value-Added Communications, Inc., unless the context clearly indicates otherwise.

Correctional Facility: A facility for the confinement, detention, and/or rehabilitation of inmates from where inmates originate calls using the Company's services.

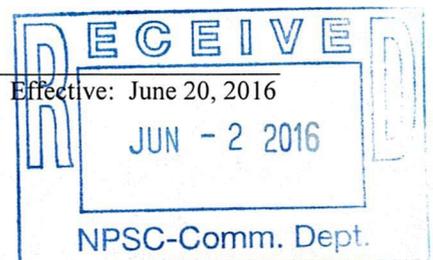
Credit Card Transaction Fee: For those who elect to use a credit card for payment to initiate or replenish an advanced pay account, a credit card transaction fee will be assessed to the account being initiated or replenished to cover the cost associated with the transaction.

Customer: The person, firm, partnership, corporation or other entity that orders telecommunications service under the provisions and regulations of this tariff. The customer is responsible for the payment of charges for use of the Company's services and for compliance with the terms of the Company's tariff.

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SECTION 1 - DEFINITIONS (Continued)

Day: From 8:00 AM up to (but not including) 5:00 PM local time Monday through Friday.

Direct Billed Call: Collect calls that are not sent to the LEC for billing, but are billed directly to the called party.

End User- The person, firm, corporation or other entity that uses the Company's services.

Evening: From 5:00 PM up to (but not including) 11:00 PM local time Sunday through Friday.

Inactivity Fee: Advanced pay accounts without activity for 60 days will be cancelled and closed and an inactivity fee will apply to cover the cost of processing.

Incomplete Call: A call where the transmission between the calling and the called station is not established (e.g. busy, no answer, etc.).

Inmate: An end user in a correctional facility.

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.

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LATA (Local Access and Transport Area): A geographic area within which local telephone companies may offer telecommunications services (local or long distance).

LEC: Local Exchange Carrier

Local Exchange Carrier: A telephone company utility that provides local telecommunications services to a specific geographic area for business and residential customers.

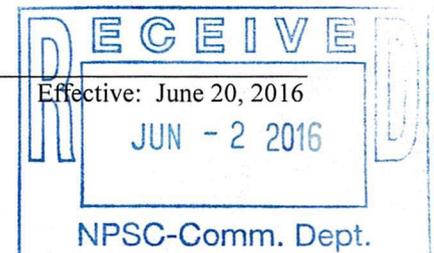
Night/Weekend: From 11:00 PM up to (but not including) 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to (but not including) 5:00 PM Sunday.

Operator Service: A telecommunications service that includes automated or live assistance to the end user in the billing or completion of a telephone call.

Operator Station Call: A service where an end user places a non-Person-to-Person call with operator assistance.

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SECTION 1 - DEFINITIONS (Continued)

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.

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Person-to-Person Call. An operator assisted call where the caller specifies a particular person, department, extension, room number or office that the caller wishes to reach.

Refund Fee: The customer may close the advance pay account at any time at the written request of the Customer. Any remaining balance in the account will be refunded to the Customer after deducting any call charges, applicable taxes, fees and refund fees incurred during the current billing cycle.

Subscriber: The correctional institution which contracts for the Company's service. The Subscriber enters into an agreement with the Company for the provision of automated operator assisted telecommunications services for use by inmates.

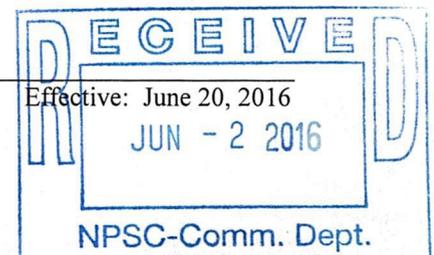
Uncompleted Call: A call where the transmission between the calling and the called station is not established (e.g. busy, no answer, etc.).

VAC: Value-Added Communications, Inc,

V & H Coordinates: Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company furnishes telecommunications services originating and terminating within the State of Nebraska. The Company installs, operates and maintains communication services according to the terms and conditions of this tariff. The Company may act as the customer's or subscriber'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 or subscriber's location to the Company's network. The Subscriber shall be responsible for all charges due for such service arrangements. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

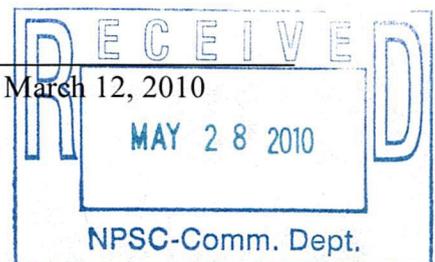
2.2 Limitations

- 2.2.1** Service is offered subject to the availability of necessary facilities and equipment and subject to the provisions of this tariff.
- 2.2.2** The Company reserves the right to discontinue or limit service when required by conditions beyond its control, or when the customer, subscriber or end user uses service in violation of this tariff or in violation of 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** The Company directly or indirectly controls all facilities provided under this tariff and neither the customer nor subscriber 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.
- 2.2.5** 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 conditions of service.
- 2.2.6** The Company does not process local emergency calls ("911" or "0-") calls Placed from phones available for inmate use.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.2 Limitations (Continued)

2.2.7 Subject to applicable laws, the Company's services provided to inmates at correctional facilities may have special limitations. A correctional facility or state regulation may require restrictions including, but not limited to, collect-only calling, special payment arrangements, restricted calling privileges, call or number blocking, call duration limits, restriction of 3-way calling by the called party, and restricted access to alternate carriers.

2.3 Use

Customers may only use a service provided under this tariff in a manner consistent with the terms of this tariff and the laws of all governmental authorities having jurisdiction over the service. Services provided under this tariff shall not be used for unlawful purposes.

2.4 Liability of the Company

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

2.4.2 In no event will the Company be responsible for any indirect, consequential, incidental, or special damages.

2.4.3 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission occurring in the course of furnishing service or facilities shall not exceed an amount equal to the proportionate charge to the customer for the period during which the faults in transmission occur.

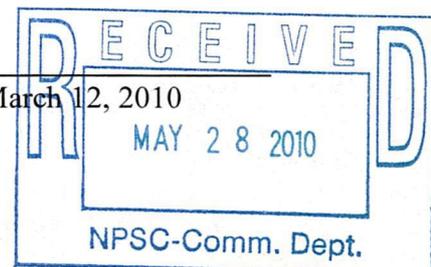
2.4.4 The Company shall not be liable for any mistakes, interruptions, omissions, delays, errors, or defects in any service, facility or transmission caused by any person or entity other than the Company.

2.4.5 The Company shall not be liable for any act or omission of any other carrier furnishing any part of the service provided under this tariff.

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SECTION 2 - RULES AND REGULATIONS (Continued)

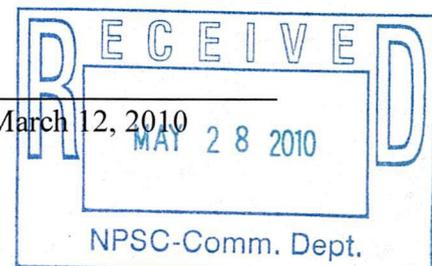
2.4 Liability of the Company (Continued)

- 2.4.6** No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.7** The Company shall not be liable for any defacement or damage to the premises of a customer or subscriber that is not the direct result of the Company's negligence.
- 2.4.8** The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to: fire, floods, and other catastrophes; acts of God; atmospheric conditions and other natural phenomena; acts of government; court orders; national emergencies; war; civil disturbances; labor problems; third party acts and omissions (including failure of performance of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors); and other causes beyond its reasonable control, including failures and fluctuations in equipment.
- 2.4.9** The customer or subscriber shall indemnify and hold the Company harmless against:
- A.** Claims for defamation, invasion of privacy, and infringement of intellectual property arising out of the material, data, information or other content transmitted over the Company's services or facilities;
 - B.** Patent infringement claims arising from combining or connecting Company furnished facilities with apparatus and systems of the customer or subscriber; and
 - C.** All other claims arising out of any act or omission of the customer or subscriber in connection with any service provided by the Company.
- 2.4.10** The customer or subscriber shall indemnify and hold the Company harmless from all losses, claims, demands, suits and other actions, and any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury or death of any person, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of the Company's equipment or facilities.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Liability of the Company (Continued)

2.4.11 EXCEPT AS SPECIFIED IN THIS TARIFF, THE COMPANY MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.5 Credit Limits

2.5.1 The Company reserves the right to establish credit limits for services to any billing telephone number. The Company may also offer pre-set credit limits to customers who wish to control call charges billed to their telephone numbers. Limits will be set according to the Company's current guidelines and may be increased or decreased at the Company's discretion.

2.6 Taxes

For collect calls billed by the LEC, state and local taxes are listed separately and are not included in the quoted rates. For prepaid accounts, applicable taxes are not included in quoted rates but are available upon request. For debit accounts, taxes are not known at the time of purchase since call destinations are not known. Taxes include state sales and use, county, municipal, utility and/or license taxes which vary.

2.7 Installation

Service is installed upon mutual agreement between the subscriber or customer and the Company. A service agreement does not alter the rates specified in this tariff.

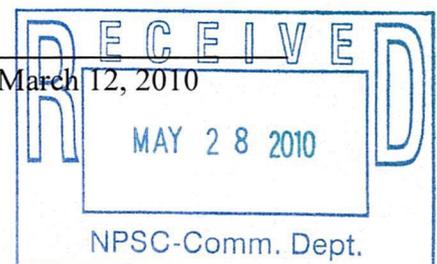
2.8 Payment for Service

2.8.1 The customer is responsible for payment of all charges for services furnished by the Company to the customer or to an authorized user. The Company will arrange to bill calls in accordance with the credit card, collect call, instructions of the caller, via the designated commercial credit card clearing center or the applicable telephone company or billing clearinghouse with whom the Company has a billing agreement. All charges due from the customer are payable to the Company or to any agency duly authorized to receive such payments.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.8 Payment for Service (Continued)

- 2.8.2** The customer must promptly report any objections to charges billed to the Company or the Company's billing agent. The Company will adjust a customer's bill to the extent that circumstances reasonably indicate that such changes are appropriate. The customer must present any disputed amounts or claims within thirty (30) days from the date of the invoice. The customer may not withhold undisputed amounts.
- 2.8.3** Bills are due and payable upon receipt for direct billed calls. Interest at the lesser of one and one-half percent (1.5%) per month, or the highest rate allowed by law per month may accrue on any unpaid amount starting 45 days after the invoice date.
- 2.8.4** For direct billed calls an account becomes past due if the customer fails to pay within twenty (45) days after the invoice date.
- 2.8.5** A past due account may subject the customer's service to suspension or termination.
- 2.8.6** Failure to receive a bill will not exempt a customer from prompt payment of any sums due.
- 2.8.7** The Company may assess a returned check charge of up to \$35.00 for dishonored checks.

2.9 Cancellation of Service

Cancellation notice requirements will be specified in a written contract or service agreement.

2.10 Termination or Suspension of Service

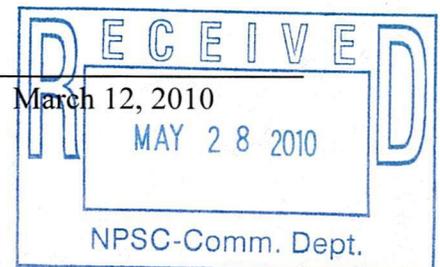
The Company may terminate or withhold any service for any of the following reasons:

- A. Failure to timely pay any regulated charges applicable under this tariff.
- B. Violation of any provision of this tariff.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.10 Termination or Suspension of Service (Continued)

- C. For violation of any law, rule, regulation or policy of a government authority having jurisdiction over the service.
- D. For an order or decision of a court, regulatory agency, or other government authority prohibiting the Company from providing service.
- E. Improper use of the Company's services, or use that unreasonably interferes with Company's equipment or service to other customers.
- F. For dangerous conditions that may cause harm to persons or damage to property.
- G. For illegal use, unauthorized use, fraudulent use or theft of service. If the Company discontinues service because of such use, the Company may require the subscriber to make, at the subscriber's expense, any changes in equipment or facilities necessary to eliminate such unauthorized use. The Company may also require the subscriber to pay the estimated revenue lost from such unauthorized use.
- H. Failure to provide reasonable access to the Company or its agents for inspection and maintenance of equipment owned by the Company or its agents.
- I. Use of the Company's service for any purpose other than that described in the application.
- J. In the event of tampering with equipment or services owned or managed by the Company or its agents.

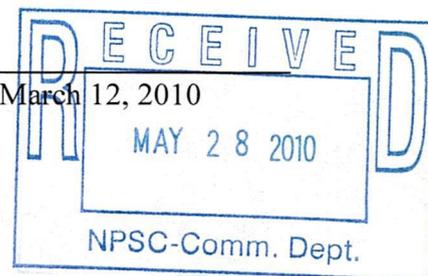
2.11 Restoration of Service

The customer may be required to re-apply for service and/or pay any outstanding charges before the Company restores service for a customer disconnected under the "Termination or Suspension of Service" section.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.12 Refusal of Service and Blocking

The Company may refuse to process a call for the following reasons:

- A. Authorization for a credit card cannot be validated for an Advance Pay call charged to a credit card.
- B. The party to be billed does not accept the charges for a collect call.
- C. To prevent fraudulent or other unlawful use of its services.

The Company may block traffic to and from certain countries, cities, NXX's, or block calls that use certain authorization codes when the Company deems it necessary to prevent fraud or other unlawful use of its services.

Without notice and whenever necessary, at the request of an administrator of a correctional facility or any law enforcement agency, the Company may block service from or to a particular telephone number.

2.13 Interruption of Service

The Company will credit a customer account for service interruptions that are not due to the Company's testing or adjusting, the customer's or subscriber's negligence or willful acts, or to the failure of customer or subscriber provided facilities or equipment. The customer shall promptly notify the Company of the interruption of service for which the customer requests a credit. Before requesting a credit, the customer shall verify that the trouble could not have been prevented by the customer and is not in the customer's wiring or equipment.

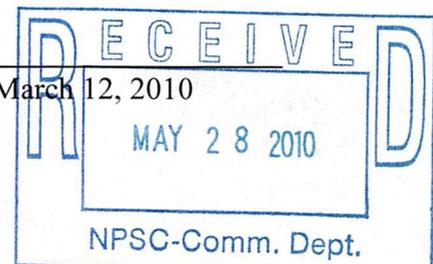
2.14 Inspection, Testing, Maintenance and Repair

Upon reasonable notice, the subscriber shall provide access to the subscriber's premises for inspection, testing, maintenance, or repair of Company provided equipment or facilities. Without incurring liability, the Company may interrupt service at any time for inspection, testing, maintenance, or repair. When possible, the Company will notify subscribers of the cause and expected duration of the interruption at least twenty-four (24) hours in advance.

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SECTION 2 - RULES AND REGULATIONS (Continued)

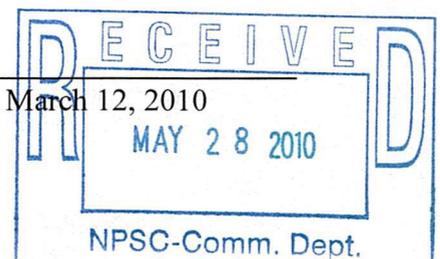
2.15 Responsibilities of Subscribers

- 2.15.1** The subscriber is responsible for taking all necessary actions, for interconnecting the subscriber provided equipment or systems with the Company's facilities or services. The subscriber shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.15.2** The subscriber shall ensure that the equipment and/or system properly interfaces with the Company's facilities or services; that the signals emitted into the network are of the proper mode, bandwidth, power and signal level for the intended use, and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other customers.
- 2.15.3** If the subscriber fails to maintain the equipment and/or system properly, resulting in potential harm to the Company's equipment, personnel, or quality of service to other customers, the Company may take any immediate action necessary to protect its facilities, personnel, and quality of service. The Company will promptly notify the subscriber of the need for protective action (this may include requiring the use of protective equipment at the subscriber's expense). If this fails to produce satisfactory quality and safety, the Company may, upon written notice, take any additional action necessary to protect its facilities and personnel, including termination of the subscriber's service.
- 2.15.4** The customer shall be responsible for payment of all applicable charges for services provided by the Company and billed to the customer's accounts, even if those calls originated by fraudulent means from the customer's or subscriber's premises or remote locations. In addition, the customer shall be responsible for all calls charged by fraudulent means to the customer's account.
- 2.15.5** The Subscriber shall indemnify and hold the Company harmless against claims of libel, slander, and infringement of copyrights, trademarks, trade names, and service marks, arising from any transmission over the facility; against all claims for infringement of patents arising from the combination or use of the Company's service with the Subscriber's equipment or system; and against all other claims arising out of any act or omission of the Subscriber's connection with the Company's service.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.15 Responsibilities of Customers and Subscribers (Continued)

2.15.6 The Subscriber shall be liable for:

- A.** Reimbursing the Company for damages to facilities and equipment caused by the negligent or willful acts of the subscriber or customer or its authorized users, employees, agents, or contractors.
- B.** Charges incurred with other companies for service at the customer or subscriber's premises or on the customer's or subscriber's equipment.

2.15.7 The subscriber shall provide access to its premises for any installation, repair, maintenance, inspection, testing, or removal of equipment associated with the Company's service.

2.15.8 The customer shall ensure that authorized users comply with the provisions of this tariff.

2.16 Responsibilities of Authorized Users

2.16.1 The authorized user is responsible for compliance with all applicable regulations in this tariff.

2.16.2 The authorized user is responsible for establishing his/her identity as often as necessary during the course of a call.

2.16.3 The authorized user is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

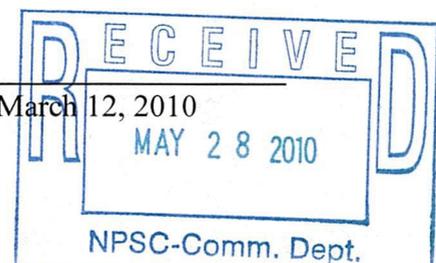
2.17 Right to Back-bill for Improper Use

Any person or entity which uses or appropriates the Company's services, whether directly or indirectly, in any unlawful manner or by providing misleading or false information to the Company shall be liable for an amount equal to the charges that would have applied to a customer's actual use of services.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.18 Customer Complaint Procedure

The Company will resolve any disputes brought to its attention as promptly and effectively as possible. Company's customer service representatives can be reached via the following toll free telephone number: (800) 786-8521.

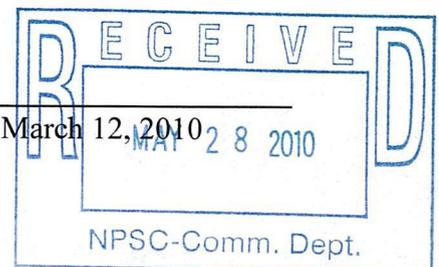
Any unresolved disputes may be directed to Nebraska Public Service Commission, 1200 N Street, 300 The Atrium, PO Box 94927, Lincoln, Nebraska 68509-4927 or on line via the web site at www.psc.nebraska.gov.

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

The Company offers services for use by inmates in correctional facilities.

3.2 Timing of Calls

3.2.1 Billing for calls placed over the Company's network is based in part on the duration of the call. Timing of each call begins as specified below and ends when either the calling party or the called party hangs up. Calls are billed in full minute increments unless otherwise specified.

Auto-Collect Calls - Timing begins when the called party accepts responsibility for payment.

All Other Calls - Timing begins when the called station answers.

3.2.2 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.

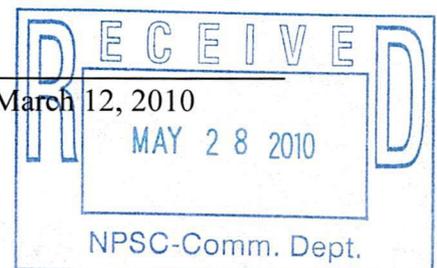
3.2.3 No billing applies to incomplete or unanswered calls.

3.2.4 When a call begins in one rate period and ends in another rate period, the rate in effect at the calling station applies to the portion of the call occurring within that rate period. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.3 Calculation of Distance

Usage charges for mileage-sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The area codes and exchanges of the origination and destination points determine the service wire centers of a call.

Industry standard vertical ("V") and horizontal ("H") coordinates determine the distance between the wire center of the customer and that of the destination point:

Step 1: Obtain the V and H coordinates for the wire centers serving the customer and the destination point.

Step 2: Obtain the difference between the V coordinate of each wire center. Obtain the difference between the H coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the V difference and the H difference obtained in Step 3.

Step 5: Divide the sum of the squares obtained in Step 4 by 10. Round to the next higher whole number if a fraction remains from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if a fraction remains.

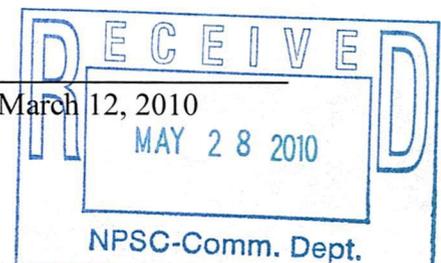
Formula:

$$\text{Mileage} = \sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.4 Time of Day Rate Periods

The day, evening or night/weekend rates apply based on the time of day and the day of the week as listed in the following chart:

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
8:00 a.m. to 5:00 p.m.*	Day Rate Period						
5:00 p.m. to 11:00 p.m.*	Evening Rate Period						Eve
11:00 p.m. to 8:00 a.m.*	Night/Weekend Rate Period						

* up to, but not including

3.5 Holidays

For the following holidays the Evening Rate Period rates apply, unless a lower rate would normally apply:

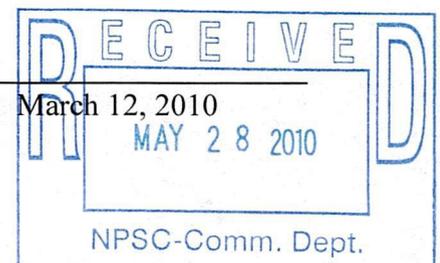
New Year's Day*, Labor Day, Thanksgiving Day, Independence Day*, Christmas Day *

* When this holiday falls on a Sunday, the Holiday rate applies to calls placed on the following Monday. When this Holiday falls on a Saturday, the Holiday calling rate applies to calls placed the preceding Friday.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.6 Service Offerings

3.6.1 VAC Inmate Calling Service

This specialized calling service is available when the correctional facility contracts for VAC Inmate Calling Service on behalf of the inmates. Special restrictions and limitations may apply to calls made by inmates, including restriction to collect-calls only. InterLATA, intraLATA and local calling are available, as specified by the correctional facility subscriber.

3.6.1.A Collect Call Assurance Program

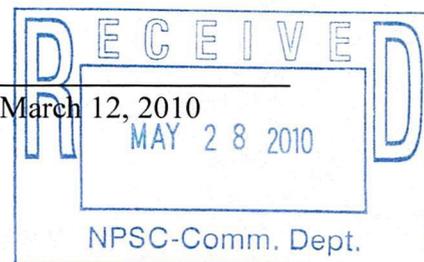
The Company reserves the right to collect an advance payment equal to two (2) months of estimated collect calling service. If a calling history has not been established, the advance payment will be at least \$50.00, but will not exceed \$1,000.00. Payment must be made in U.S. dollars in the form of a cashier's check, credit card or money order.

The Company may limit charges to Customers who routinely accept collect calls from end users at correctional facilities at the advance payment level. During any billing cycle in which the customer is within 10% of the limit (the advance payment amount), the Company will offer the customer the choice of refusing service upon reaching the limit or increasing the advance payment. This allows the Company's collect customers to control the amount spent on collect calls from inmates while allowing the Company to offer service to customers whose credit worthiness would otherwise preclude continued service.

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SECTION 4 - RATES

4.1 General

Each customer is charged individually for each call placed through the Company. All charges are expressed in Dollars unless otherwise specified.

The charges for the Company's services are determined by:

- Distance between stations,
- Time of day and day of week,
- Duration of the call,
- Class of call, and
- Jurisdictional nature of the call (intraLATA or interLATA).

Customers are billed based on their use of the Company's service. No installation charges or fixed monthly recurring charges apply.

4.2 [Reserved For Future Use]

(D)

(D)

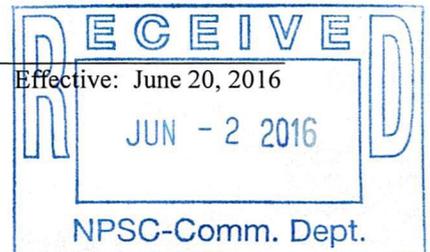
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SECTION 4 - RATES

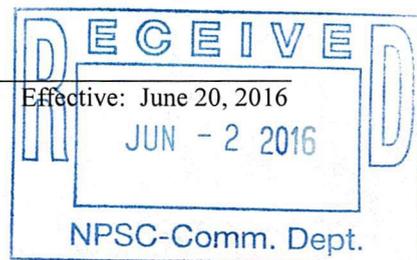
4.2 [Reserved For Future Use], (Cont'd.)

(D)

(D)

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SECTION 4 - RATES (Continued)

4.3 VACI Inmate Services - Collect

The following rates apply to outbound collect-only, automated operator assisted calls placed by inmates in correctional institutions. The minimum call duration for billing purposes is one (1) minute, Additional usage is measured and rounded to the next higher full minute increment for billing purposes.

4.3.1 Rates and Charges

A per minute usage rate applies to all calls. (C)

A. Institutional Collect Rates

1. Local

Rate per Minute: \$0.50 (C)
(D)

2. IntraLATA

(D)

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>Initial Min</u>	<u>Add'l Min.</u>	<u>Initial Min</u>	<u>Add'l Min</u>	<u>Initial Min</u>	<u>Add'l Min.</u>
All	\$0.16	\$0.16	\$0.16	\$0.16	\$0.16	\$0.16

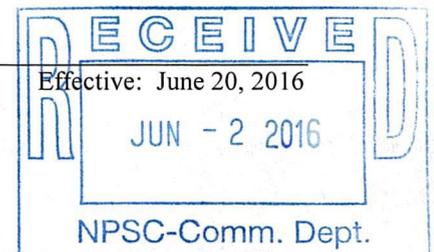
3. InterLATA

(D)

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>Initial Min</u>	<u>Add'l Min.</u>	<u>Initial Min</u>	<u>Add'l Min</u>	<u>Initial Min</u>	<u>Add'l Min.</u>
All	\$0.69	\$0.69	\$0.69	\$0.69	\$0.69	\$0.69

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SECTION 4 - RATES (Continued)

4.4 VACI Inmate Services - Advanced Pay

The following rates apply to outbound pre-paid only, automated operator assisted calls placed by inmates in correctional institutions. The minimum call duration for billing purposes is one (1) minute. Additional usage is measured and rounded to the next higher full minute increment for billing purposes.

4.4.1 Rates and Charges

A per minute usage rate applies to all calls. (C)

A. Institutional Advanced Pay Rates

1. Local

Rate per Minute: \$0.50 (C)
(D)

2. IntraLATA

(D)

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>Initial Min</u>	<u>Add'l Min.</u>	<u>Initial Min</u>	<u>Add'l Min</u>	<u>Initial Min</u>	<u>Add'l Min.</u>
All	\$0.16	\$0.16	\$0.16	\$0.16	\$0.16	\$0.16

3. InterLATA

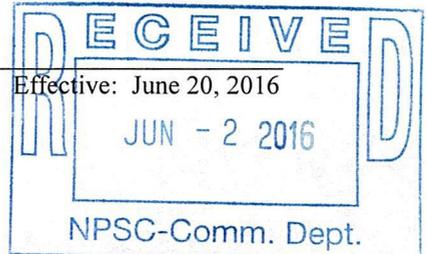
(D)

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>Initial Min</u>	<u>Add'l Min.</u>	<u>Initial Min</u>	<u>Add'l Min</u>	<u>Initial Min</u>	<u>Add'l Min.</u>
All	\$0.69	\$0.69	\$0.69	\$0.69	\$0.69	\$0.69

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SECTION 4 - RATES (Continued)

4.5 VACI Inmate Services - Debit

The following rates apply to outbound debit-only, automated operator assisted calls placed by inmates in correctional institutions, The minimum call duration for billing purposes is one (1) minute. Additional usage is measured and rounded to the next higher fall minute increment for billing purposes.

4.5.1 Rates and Charges

A per minute usage rate applies to all calls. (C)

A. Institutional Debit Rates

1. Local

Rate per Minute: \$0.50 (C)
(D)

2. IntraLATA

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>Initial Min</u>	<u>Add'l Min.</u>	<u>Initial Min</u>	<u>Add'l Min</u>	<u>Initial Min</u>	<u>Add'l Min.</u>
All	\$0.16	\$0.16	\$0.16	\$0.16	\$0.16	\$0.16

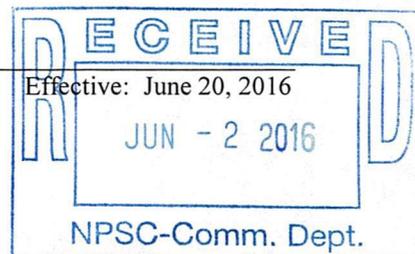
3. InterLATA

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
	<u>Initial Min</u>	<u>Add'l Min.</u>	<u>Initial Min</u>	<u>Add'l Min</u>	<u>Initial Min</u>	<u>Add'l Min.</u>
All	\$0.69	\$0.69	\$0.69	\$0.69	\$0.69	\$0.69

	DAY		EVENING		NIGHT/WEKEND	
Mileage	Initial Period	Add'l Period	Initial Period	Add'l Period	Initial Period	Add'l Period
	0.16	0.16	0.09	0.09	1 0.09	0.09

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SECTION 4 - RATES (Continued)

4.6 [Reserved For Future Use]

(D)

4.7 Ancillary Service Charges

(D)

(N)

4.7.1 Automated Payment Fees (where available) – Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

Automated payment fees \$3.00

4.7.2 Live Agent Fee – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee \$5.95

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

Paper Bill/Statement Fees \$2.00

(N)

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