

# EXHIBIT D

Tariff

TITLE SHEET

SOUTH DAKOTA INMATE TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of inmate telecommunications services provided by Consolidated Telecom, Inc. with the principal offices at 132 Greenway Drive, Suite 450, Irving, Texas 75038. This tariff applies to services furnished within the state of Iowa. This tariff is on file with the South Dakota Public Service Commission and may be inspected during normal business hours at the Company's principal place of business.

The Company's telephone and fax numbers are:

Telephone (972) 679-2722

Fax (972) 239-2358

Toll Free: 800-583-9683

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Issued:

Effective:

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CHECK SHEET

SHEETS 1 THROUGH 28, INCLUSIVE OF THIS TARIFF, ARE EFFECTIVE AS OF THE DATES SHOWN AT THE BOTTOM OF THE RESPECTIVE SHEET(S). ORIGINAL AND REVISED SHEETS AS NAMED BELOW COMPRISE OF ALL CHANGES FROM THE ORIGINAL TARIFF AND ARE CURRENTLY IN EFFECT AS OF THE DATE ON THE BOTTOM OF THIS PAGE.

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
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11	Original
12	Original
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EXPLANATION OF SYMBOLS

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EXPLANATION OF SYMBOLS

**Page Numbering** – Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between pages 2 and 3 would be numbered 2.1.

**Explanation of Symbols** – When changes are made in any tariff sheet, a revised sheet will be issued cancelling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- C- To signify changed regulation
- D- To signify discounted rate or regulation
- I- To signify increased rate
- N- To signify new rate or regulation
- R- To signify reduced rates
- S- To signify reissued matter
- T- To signify a change in text but no change in rate or regulation
- M- To signify matter relocated without change
- Z- To signify a correction
- T- Change in text or regulation

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SECTION 1 – DEFINITIONS

Access Line – An arrangement from a local exchange telephone company or other common carrier which connects an inmate telephone to a switching center.

Automated Call Processing System – Equipment that automates the placement of collect calls, including recordation of billing information.

Automated Phone Payment Processing Fee – An undiscountable fee charged to a customer by a third party Automated Phone Payment Processor when the customer chooses to make a payment using a credit card, check/debit card or check over the phone for an account with the provider.

Billed Party – The individual, firm or entity who accepts a collect call, is billed for the call, and responsible for the payment of the applicable charges.

Billing Limit – A dollar value of accepted collect call charges beyond which is deemed to be an at-risk collection.

Called Party – The individual, firm or entity that has the capability to accept or decline a collect call originating from an institution or facility.

Client – The Confinement Facility Administration or the government entity with which the Company has contracted to provide service.

Collect Call – a Billing arrangement whereby the charge for a call may be billed to the called party, provided the called station accepts responsibility for such calls.

Commission – The South Dakota Public Utilities Commission.

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SECTION 1 – DEFINITIONS (continued)

Common Carrier – A company or entity providing telecommunications services to the public and subject to the jurisdiction of the Alabama Public Service Commission.

Customer – The billed party (person, firm, corporation or other entity) that agrees to accept and pay for Inmate Phone Service calls.

Completed Calls – Calls that are answered by the called party on the distant end.

Debit Calling– A service where the inmate may place calls using funds transferred from the inmates commissary account.

Delinquent Date – The last day for payment without unpaid amounts being subject to a late payment charge.

Disconnection- The disabling of circuitry preventing outgoing calls.

Incomplete Call – Any call where transmission between the calling and called party is not established . Refused, busy signal or calls not answered are considered incomplete.

Inmate – One of a group confined or occupying a single place or resident such as a prison or hospital.

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.

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

Interexchange Carrier (IXC) – a company which furnishes interexchange telephone service.

Local Call – a call originating and terminating within a single exchange or extended service area.

Local Exchange Carrier (“LEC”) – A certified telecommunications company that provides local exchange service to customers in the State of Alabama.

Prepaid Customer Account – A program available from certain providers to those customers whose calls cannot be billed through their Local Telephone Carrier or provided to those customers who accrue a threshold amount of charges. Accounts are established with the provider by the customer and charges for service by the provider are deducted from the customer’s account.

Provider – The inmate telephone service company, unless otherwise stated.

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SECTION 1 – DEFINITIONS (continued)

Toll Call – A call originating in one exchange and terminating in another that is not part of the exchange and is not a part of any extended area service arrangement.

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**SECTION 2 – RULES AND REGULATIONS**

2.1 Undertaking of the Company

- 2.1.1 The Company's inmate telephone services are furnished for communications originating in Confinement Facilities within the State of South Dakota.
- 2.1.2 The Company shall install, operate and maintain the communications services provided hereunder in accordance with the terms and conditions set forth under this 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.
- 2.1.3 Subject to limitations and rules established by the administration of the facility, the provider will furnish services twenty-four hours per day, seven days a week.

2.2 Limitations

- 2.2.1 Service is offered subject to the provisions of this tariff.
- 2.2.2 The company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control or when a Customer, Calling Party, Called Party, Inmate or other person is attempting to steal service or is using service in violation of the law, the rules of the particular Confinement Facility or the provisions of this Tariff. The Company may choose to seek prosecution of those using its services in violation of the law. 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 The Company may refuse, restrict, or interrupt service to customers due to insufficient or fraudulent billing information, invalid telephone numbers, invalid credit card/debit card numbers or falsified identification. Service may be denied to any individual or entity that refuses to accept responsibility for payment.
- 2.2.5 The Company will provide outbound, automated-collect, prepaid or debit calls to locations within the United States of America and facility approved and/or requested territories and foreign nations.
- 2.2.6 The Company will expressly prohibit calls that are direct dial, charged to credit cards, charged to calling cards, toll-free, sent-paid or third-party. Calls placed utilizing prepaid calling cards or prepaid debit cards available through the provider are allowed. The confinement facility may obtain debit or prepaid calling cards from the currently contracted Inmate Phone Service provider and are expressly prohibited from obtaining prepaid calling or debit cars from outside vendors or competitive providers of Inmate Phone Service

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**SECTION 2 - RULES AND REGULATIONS (Continued)**

- 2.2.7 Services may be limited at the discretion of the administration of the confinement facility. The Company may restrict access or refuse service to any inmate at the request of the facility administration. The company may limit or deny inmate access to certain telephone numbers as specified by the facility administration.
- 2.2.8 Calls to Company numbers and other numbers stipulated by Confinement Facility authorities will be blocked in the interest of public safety.
- 2.2.9 Calls dialed 10XXX+0, 950, 911, 900, 976, 700, 411 and other information calls are blocked. A copy of the current local directory shall be available upon request by Confinement Facility authorities for inmate use.
- 2.2.10 The Company will also block calls in the following circumstances, subject to the provisions of this Tariff that provides Customers with alternative means for connecting calls.
- A. When the Customer's Local Exchange Carrier or Alternative Local Telephone Service Provider does not provide billing for collect calls.
  - B. When the telephone number in question lacks sufficient billing history or billing information;
  - C. When the Local Exchange Carrier identifies multiple lines at a particular address.
  - D. When the Local Exchange Carrier has a collect call block on the line;
  - E. When the amount of collect calls received by a particular phone number has reached the billing limits established with the Customer's or Billed Party's Local Exchange Carrier based on that carrier's uncollectible revenue history;
  - F. When a Prepaid Customer's account balance lacks available funds;
  - G. When a Customer's Direct Bill account balance is over the established credit limit.

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**SECTION 2 - RULES AND REGULATIONS (Continued)**

2.3 Limitation of Liability

- 2.3.1 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.
- 2.3.2 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 6) 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.
- 2.3.3 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.
- 2.3.4 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, data 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.
- 2.3.5 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.
- 2.3.6 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.

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2.4 Payment and Charges for Services

- a) Service is provided and billed on a monthly basis.
- b) Payment is due upon receipt. Payment will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the United States Postal Service with postage prepaid.
- c) In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- d) The Customer is responsible for payment of all charges for service furnished to the Customer under this tariff.
- e) Customer is responsible for payment of any federal, state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates.
- f) Customers will be charged a late payment penalty as set forth in this tariff.
- g) Customers will be charged on all checks returned to Company by the issuing entity.

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**SECTION 2 - RULES AND REGULATIONS (Continued)**

2.5 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charges for a period covered by a bill change after the bill has been rendered, the bill will be adjusted to reflect the new changes.

2.6 Customer Complaint Procedure

The Company will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached via the following toll-free telephone number: 1-800-583-9683.

Any unresolved disputes may be directed to :

South Dakota Public Utilities Commission  
Consumer Affairs  
500 East Capitol Avenue  
Pierre, SD 57501-5070  
Telephone Number: 605-773-3201  
Toll Free Number: 800-332-1782 (Consumer Affairs0  
Fax Number: 866-757-6031  
Website: [www.puc.sd.gov](http://www.puc.sd.gov).

2.7 Calculation of Credit Allowance

Customers have up to 60 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits. The Company will try its best to resolve any disputes properly brought to its attention.

2.8 Reporting Requirements

All Inmate Phone Service providers shall submit to the Commission, upon request but routinely on an annual basis by inmate facility location, a written report of all access lines and the number of telephone instruments used to provide Inmate Phone Service. The reporting period is as of the end of the month of May, annually. The report must be received at the Commission prior to the end of the succeeding month (June) that follows the reporting period.

2.8.1 Upon request from the Commission, IPS providers must, in a timely manner, and in accordance with the confidentiality agreements between the IPS provider and Commission staff as necessary; submit data requested by the Commission relating to its South Dakota PS operations, including but not limited to, revenue, expenses, and facility/usage data by inmate facility.

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**SECTION 2 - RULES AND REGULATIONS (Continued)**

2.8.2 Upon request by the inmate facility administration, the IPS provider shall promptly furnish call detail information where the provision of such information is not in violation of federal, state, or local laws, regulations or orders.

2.9 Inspection and Service Quality

2.9.1 All telephone instruments and the facilities used for transmission of service are subject to periodic inspections to assure compliance with Commission requirements. Findings of non-compliance will be brought to the attention of the provider and the facility by letter. If violations are not corrected within thirty (30) days from date of the letter, unless otherwise extended, the provider may be subject to additional Commission action up to and including revocation of the Commission issued Certificate authorizing the provider to offer IPS service in the State of South Dakota.

2.9.2 The IPS provider shall cooperate with the Commission to investigate complaints regarding transmission service quality, disconnects, and service related disputes from inmate facilities relative to the service provided by the IPS.

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**SECTION 3 – DESCRIPTION OF SERVICE AND RATES**

3.1 Timing of Calls

The Customer's monthly usage charges for Company service are based upon the total number of minutes the customer uses and service options offered the Customer. Chargeable time begins when the connection is established between the calling station and the called station. Chargeable time ends when either party hangs up (disconnects).

**There are no charges to be incurred or billed for calls that are not completed.**

3.1.1 Billing Increments

Usage is billed in the increments set forth in the individual rate sections.

3.1.2 Call Rounding

All calls are rounded to the next highest billing increments, with the exception of flat rate charges cited in the individual rate sections. The total charge for a fraction of a cent will be rounded to the next highest whole cent where applicable.

3.1.3 Deposits

The Company may require deposits from a prospective Customer, disconnected Customer, or former Customer to be held as a guarantee for the payment of charges, in accordance with the General Rules of the South Dakota Public Service Commission. Interest on deposits shall be paid annually at a rate of 7%, in accordance with the rules of the Commission.

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**SECTION 3 – DESCRIPTION OF SERVICE AND RATES (continued)**

Deposits shall be returned to the customer when service is terminated or when satisfactory credit has been established. Satisfactory credit may be established through prompt payment of all Company bills for a period of one year (two year maximum).

Upon termination of service, deposits with accrued interest shall be credited to the final bill and the balance returned to the Customer.

3.1.4 Interconnection

Service furnished by the Company may be interconnected with services or facilities of authorized communications common carriers and with private systems, subject to technical limitations. Interconnection with the facilities or services of carrier's shall be under the applicable terms and conditions of other carrier's tariffs.

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**SECTION 4 – RATES AND CHARGES**

4.1 All Inmate Phone Providers shall file tariffs with the South Dakota Public Service Commission which set forth the services provided and all applicable charges, surcharges and fees for those services.

4.1.1 The charges, surcharges and fees charged the Customer for any collect call that originates and terminates in the State of South Dakota shall not exceed the currently effective rate caps ordered by the Commission for Inmate Phone Services calls.

4.1.2 Every call from Inmate Phone Service instruments will be automated-collect, billed to the called party, or charged to a prepaid or debit account authorized by the inmate facility or other billing or charging methods included in the Provider's approved tariff.

4.2 Collect Calls and Debit Calling

The rates charged by the Company for toll calls shall consist of a fixed service charge and a measured charge dependent upon the duration of the call. The rates for local calls shall consist of a fixed service charge and the applicable local call rate.

4.2.1 Computation of Charges

The total charge for each toll call consists of two charge elements: a fixed service charge and a measured charge dependent on the duration of the call. The measured charge element is specified as a rate per minute which is applied to each minute, with fractional minutes rounded up to the nearest one full minute. Local calls shall consist of a fixed service charge and a fixed usage fee.

4.2.2 Chargeable Times

Chargeable times begins when the Called Party accepts the charges by positive acceptance through pressing the appropriate key on a touch-tone phone. In the absence of acceptance, calls will be

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**SECTION 4 – RATES AND CHARGES (continued)**

terminated and no charges incurred. Chargeable time ends when either the Calling Party or Called Party hangs up or when released by the automatic timing equipment in the telephone system.

4.2.3 Local Calls

Prison Collect Local Service – Station to Station                      \$2.10 per call flat rate plus the local call rate of \$0.50

4.2.4 IntraLATA Collect Calls:

- A. Operator Surcharge:            \$1.85
- B. Measured Charges:
  - Initial Minute:                    \$0.50
  - Each Add'l Minute:            \$0.40

4.2.5 InterLATA Collect Calls:

- A. Operator Surcharge:            \$1.85
- B. Measured Charges
  - Initial Minute                    \$0.40
  - Each Add'l Minute            \$0.40

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