

Service Schedule
Enhanced Services - IP-Enabled Tablets

1. **Applicability.** This Service Schedule applies only to enhanced services. Where “Company” is used in this Service Schedule, it shall mean GTL Enhanced Services, LLC.

2. **Definitions.** Capitalized terms used and not otherwise defined shall have the meaning set forth in the Agreement.

“Enhanced Services” means enhanced communications, information services, educational, and entertainment products (as defined below).

“IP-Enabled Tablets” (or “Tablets”) means an Inspire™ device capable of allowing access to Enhanced Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually “Location” and collectively “Locations”). Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by Company to recover the Expenditure (as defined below) for Enhanced Services within twenty four (24) months following the deployment of Enhanced Services at the Locations.

Location	Location Description	# of Tablets
Kenosha County Detention Center	4777 88th Ave Kenosha, WI	500

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to Premises Provider. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the IP-Enabled Tablets, subject to the limitations described herein. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets will not be available while being repaired or maintained. The Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. Tablets. Company will supply the number of Inspire™ Tablets for the Term of the Agreement set forth in **Section 3**, subject to the following limitations and conditions. Each inmate assigned a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install 25 Tablet charging stations (individually “Station” and collectively “Stations”) at locations agreed upon by the Parties. Upon agreement of the Parties, Company will supply one (1) wall charger with each Tablet in lieu of charging stations. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

a. Enhanced Services. Company will provide the following Enhanced Services via the Tablets:

- i. Content. Company will make available certain content that may be loaded on or accessed through the Tablets, including music, games, email, and such other content as may be agreed upon in writing by the Parties (“Content”). Content will be provided on a subscription basis that terminates upon Company no longer providing Premises Provider with Enhanced Services, the release or transfer of the inmate from the Locations, or the violation by the inmate of the terms of use for the Tablet, including nonpayment for a subscription. Content will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to alter or discontinue any Content.
- ii. Debit Link Accounts. All inmate Enhanced Services charges (not including charges for voice communication) will be paid for using Link Units, which each inmate or their friends or family may purchase through a special purpose account created for the inmate (individually “Debit Link Account” and collectively “Debit Link Accounts”). Inmates may fund the Debit Link account by transferring monies from their trust account. Inmate friends and Family may fund an inmate’s Debit Link Account by deposits made through Company website or IVR. Transaction Fees may apply. Once purchased, Link Units may only be returned to an inmate’s trust account or redeemed by the inmate (as applicable) upon termination of Enhanced Services at all Locations or upon an inmate’s release. All Link Units purchased by inmate friends or family are final.
- iii. Voice Communication. Company will enable Tablets for outbound voice communications that include the security features and functionality of the ITS platform. Headphones equipped with a microphone will be required.

b. Company Obligations. Company will provide one set of earphones to each inmate supplied a Tablet, and will supply replacement earphones for purchase by the inmate through Premises Provider’s commissary service. Company will not replace or repair any Tablet that is damaged or destroyed by willful act, as determined in Company’s discretion. Company may replace, upgrade, or substitute any or all of the Tablets at any time. Company will replace or repair on a one-time basis per inmate any Tablet that is damaged or destroyed for reasons other than a willful act, subject to the following: (i) Company will have no obligation during any twelve (12) month period to replace or repair in a Location more than five (5) Tablets or a number of Tablets equal to five (5) percent of the Tablets

deployed at the Location, whichever is greater; and (ii) Company may cease providing Enhanced Services at a Location, and remove the Tablets deployed to that Location, if Company has repaired and/or replaced in any twelve (12) month period ten (10) Tablets or a number of Tablets equal to ten (10) percent of the Tablets deployed at that Location, whichever is greater.

c. **Premises Provider Obligations.** A Premises Provider must allow: (i) installation and use of Wi-Fi at all Locations; (ii) use of wired earphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging stations or inmate access to electrical outlets for wall chargers (as applicable). In addition, a Premises Provider must: (i) assign a unique Tablet to each inmate having access to a Location and ensure that inmates only use their assigned Tablets; (ii) allow and facilitate the sale of earphones and other Tablet accessories through its commissary without mark up; (iii) allow the creation of Debit Link Accounts for inmates and the exclusive use of Link Units for the purchase of content in connection with the Tablets; (iv) facilitate the integration of inmate Debit Link and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (v) allow inmate voice communication duration of not less than sixty (60) minutes; (vi) allow the use of Tablets throughout the Locations; (vii) facilitate the recycling and reuse of Tablets each time a Tablet is re-assigned to a new inmate; (viii) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (ix) provide at its expense all necessary power and power source; (x) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services; and (xi) distribute one (1) set of earphones to each inmate who is assigned a Tablet on initial assignment of the Tablet. Premises Provider will assign and distribute Tablets to inmates in accordance with the process agreed upon by the Parties. Premises Provider will only allow the Tablets to be used for their intended purpose, and will not, and will not allow any third-party to, tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

7. **Enhanced Services and Accessories Rates.** Company may apply the following charges on the use of the Tablets; provided, however, Company may in its discretion change any pricing other than pricing for voice communication.

- a. Voice Communication shall be charged at the same per-minute rate as ITS under this Agreement.
- b. Email: \$0.25 per message sent
- c. Music: \$9.99 per one month subscription.*
- d. Games: \$5.00 to \$15.00 per month subscription packages.
- e. Ebook: \$5.00 to \$15.00 per month subscription packages.
- f. Replacement Headphones: \$5.00- \$25.00 depending on the variety of headphones the Premises Provider wishes to provide.
- g. Replacement chargers (where available): \$6.99.

* *An additional \$10 monthly service infrastructure charge applies for the for Music subscriptions.*

8. Tablet Commissions. Commission on revenue from voice communications completed using the Tablets will be paid in accordance with the terms of the Agreement governing Inmate Telephone Services. Company will pay Premises Provider a commission every month based on average monthly revenue per Tablet for that month from Content including applicable infrastructure charges purchased by the inmate (“Content Revenue”) in accordance with the percentages provided in the table below. Content Revenue does not include revenue from voice communications completed using the Tablets, the sale of accessories, or Transaction Fees. Furthermore, Company will not owe or pay any commission on the first One Hundred and Seventy Five Thousand Dollars (\$175,000) in Content Revenue collected (“Expenditure”), to enable Company to defray capital expenditures in connection with Enhanced Services deployed at the Locations, including all installation costs. If Premises Provider terminates the Agreement for any reason other than breach by Company, Premises Provider will pay Company within thirty (30) days following termination the Expenditure less any Content Revenue collected by Company. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premises Provider.

Average Monthly Revenue from Content per Tablet supplied under the Agreement (other than spares)	Commission %
\$0.00 - \$15.00	0%
\$15.01 - \$20.00	10%
\$20.01 - \$25.00	15%
\$25.01 - \$35.00	20%
\$35.01 - \$45.00	25%
\$45.01 - \$55.00	30%
\$55.01 - \$70.00	35%
\$70.01 – and above	40%

9. Additional Terms

a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record voice Communication made through the Tablets, read electronic messaging sent through the Tablets, and monitor content streamed or otherwise loaded on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider agrees to indemnify, defend, and hold Company and its affiliates harmless

from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline. .

- b. **Exclusivity and Right of First Refusal.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.

Additional Limitation of Liability for Enhanced Services.

COMPANY AND ITS AFFILIATES AND SUPPLIERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF ENHANCED SERVICES. COMPANY DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR

THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF ENHANCED SERVICES, INCLUDING THE TABLETS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.