

**AMENDMENT TO  
INMATE TELEPHONE SERVICE AGREEMENT**

THIS MENDMENT TO AGREEMENT FOR INMATE PAY TELEPHONE SERVICES AGREEMENT dated Oct. 1st, 2011 ("Amendment"), amends and revises that certain Agreement For Inmate Pay Telephone Services Agreement (the "Agreement"), dated on or about December 22, 2000, by and between **County of Glenn**, with an address at 543 West Oak Street, Willows, CA 95988 ("Premise Provider"), and **Global Tel\*Link Corporation**, a Delaware corporation having its principal place of business at 2609 Cameron Street, Mobile, AL 36607 ("Company").

**WHEREAS**, Company provides inmate telephone services to the Glenn County Jail, 141 South Lassen, Willows, CA 95988 and Glenn County Holding Cell, 821 East South Street, Orland, CA 95988; and

**WHEREAS**, the parties agree to extend the term of the contract for one (1) year from the end of current term with Glenn County's right to exercise their right to two (2) additional auto renewals for one (1) year terms at the end of September 30, 2012; and

**WHEREAS**, Company shall increase the commission to fifty percent (50%) of the total (local and IntraLATA) gross revenue from the current thirty-seven percent (37%) starting with the first billing cycle after full execution of this Amendment.

Company and Premise Provider hereby agree to amend and revise the Agreement as follows:

1. In paragraph 5. Compensation, change the effective commission rate from "thirty-five percent (35%)" to "fifty percent (50%)".
2. Add the following paragraph to Section 6. Term of the Agreement:

Add to paragraph 6a:

"This Agreement is extended one (1) year from the end of the current term (September 30, 2011) until September 20, 2012. This Agreement shall auto-renew for two (2) one (1) year renewals unless one of the parties notifies the other party ninety (90) days prior to the end of the term or any extension term thereto, that it will not be exercising the renewal option."

Add paragraph "o." to Section 6:

"o. GTL will convert the visitation phones to require a PIN to connect calls to ensure validation of who is calling from the phones."



Except as set forth above, there is no other revision or amendment to the Agreement or the obligations of Company and Premise Provider, and the Agreement remains in full force and effect.

[[Signature Page Follows]]



IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Amendment as of the date first written above.

**COUNTY OF GLENN, CA**

**GLOBAL TEL\*LINK CORPORATION**

By:  \_\_\_\_\_

Name: Jim Miranda  
Title: Sergeant

By:  \_\_\_\_\_

Name: Jeffrey B. Haidinger  
Title: President, Services

**SECOND AMENDMENT TO THE  
INMATE TELEPHONE SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO THE INMATE TELEPHONE SERVICES AGREEMENT ("Amendment") is entered into as of May 1, 2014 (the "Effective Date"), by and between Global Tel\*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Suite 100, Reston, VA 20194 ("Company") County of Glenn, with an address at 543 West Oak Street, Willows, CA 95988 ("Premise Provider").

**WHEREAS**, Company and Premise Provider previously entered into that certain Inmate Telephone Services Agreement dated as of December 22, 2000, as amended, (the "Agreement") and the parties would like to amend the Agreement as provided for herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the parties, the parties hereby amend the Agreement as follows:

1. The Parties agree to extend the Agreement for an additional five (5) year term, commencing on the date the current term ends.
2. Upon execution of this Amendment, Company shall upgrade Premise Provider's inmate phone platform to its ICMv platform for all the existing phones.
3. Upon execution of this Amendment, Company agrees to provide visitation scheduling software and one-kiosk for remote visitation.
4. Upon Execution of this Amendment, the rate for Advance Pay Deposits via the Web and IVR shall increase from \$6.25 to \$6.95.
5. Both parties have mutually agreed upon the rates for inmate telephone calls, as detailed below

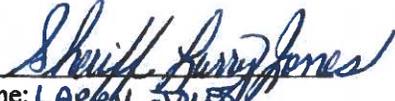
| CALL TYPE            | COLLECT   |                 | PRE-PAID COLLECT |                 | DEBIT AND/OR INMATE BASED PRE-PAID |                 |
|----------------------|-----------|-----------------|------------------|-----------------|------------------------------------|-----------------|
|                      | Surcharge | Per Minute Rate | Surcharge        | Per Minute Rate | Surcharge                          | Per Minute Rate |
| Local                | \$0.00    | \$0.40          | \$0.00           | \$0.40          | \$0.00                             | \$0.40          |
| Intralata/Intrastate | \$0.00    | \$0.40          | \$0.00           | \$0.40          | \$0.00                             | \$0.40          |
| Interlata/Intrastate | \$0.00    | \$0.40          | \$0.00           | \$0.40          | \$0.00                             | \$0.40          |
| Interlata/Interstate | \$0.00    | \$0.25          | \$0.00           | \$0.21          | \$0.00                             | \$0.21          |

6. The Parties agree that Exhibit A, attached hereto, is made part of and incorporated into this Amendment.
7. Except as set forth above, there is no other revision to the Agreement or the obligations of either party, and the Agreement remains in full force and effect.

8. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

**AGREED TO:**

**COUNTY OF GLENN, CA**

By:   
Name: LARRY SOLIS  
Title: SHERIFF-CORONER

Date: 16 MAY 2014

**GLOBAL TEL\*LINK CORPORATION**

By:   
Name: Jeffrey B. Haidinger  
Title: President & COO

Date: 6/3/14

## **EXHIBIT A**

May 6, 2014

### **Glenn County Sheriff 5-Year Extension, ICMv Phone Platform Upgrade, Postalized Rates & Video Visitation**

Five year term extension  
Fully blended in-state rate of \$0.40 (local, intrastate)- No Connection Fees  
FCC caps for interstate - \$0.25 / \$0.21  
ICMv phone platform upgrade  
Current and new commission at 50% (on in state revenue)

All fees remain the same (except for Advance Pay moves from \$6.25 to \$6.95)

#### **Advance Pay Deposits:**

\$6.95 Web/TVR (from \$6.25)  
\$8.75 Call Center Representative

#### **Collect Calls:**

\$1.99 Monthly State (Regulatory) Fee on Intrastate Calls  
\$1.99 Monthly FUSF (Regulatory) on Interstate Calls  
\$2.49 Monthly Billing Fee

#### **Advance Pay Calls:**

5% FUSF Admin Fee (Regulatory) on Interstate Calls  
8% State Cost Recovery (Regulatory) Fee on Intrastate

Full visitation scheduling software and one-kiosk for paid at-home visits / attorney visits

### **Video Visitation Financial Proposal**

Video Visitation Commission to Glenn County – 15% on visitation gross revenue

#### **Cost for the visit:**

- \$15 for a 20-minute visit
- \$30 for a 40 minute visit
- No deposit fees or other fees on visitation (except possibly private professionals)

### AMENDMENT # 3 TO AGREEMENT FOR INMATE PAY TELEPHONE SERVICES

This Amendment # 3 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain **AGREEMENT FOR INMATE PAY TELEPHONE SERVICES**, dated December 22, 2000, as amended from time to time (the "Agreement"), by and between **Global Tel\*Link Corporation** with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 (the "Company"), and **County of Glenn**, with an address of 543 West Oak Street, Willows, California 95988 (the "Premise Provider") (Company and Premise Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

**WHEREAS**, the Federal Communications Commission ("FCC") issued its Second Report and Order and Third Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on November 5, 2015 ("FCC Order"), which mandated rates and charges for inmate telephone services, certain transaction fees, and other requirements; and

**WHEREAS**, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC-mandated rates, charges, fees, and other requirements, as further provided below.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. On June 20, 2016, the rates and charges for international, interstate, and intrastate inmate telephone service ("ITS") calls and associated transaction fees ("Transaction Fees") set forth in the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

**Inmate Telephone Services.**

Interstate ITS calls made using a collect format: \$ 0.25 per minute of use.

Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$ 0.21 per minute of use.

Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$ 0.40 per minute of use.

International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: Rates published on the Company website.

No per call, per connection, or flat-rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls.

The rates charged are exclusive of taxes, and other amounts collected by Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs.

**Transaction Fees.** Company may charge certain Transaction Fees in accordance with the following amounts:

|   |  |
|---|--|
| Fee for automated payment for credit card, debit card, and bill processing fees   | \$3.00 per use   |
| Fee for payment using live operator   | \$5.95 per use   |
| Fee for paper bill/statement  | \$2.00 per use   |
| Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts) | The exact fee from the third-party provider passed through directly to customer with no markup |

**Single-Call and Related Billing Arrangements.** Company may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be any applicable transaction fee and other charges allowed by law.

2. Effective from the date the ITS call rates and charges, and Transaction Fees are revised by this Amendment, the commission payable to the Department under the Agreement shall be six cents (\$0.06) per minute on completed and billable intrastate inmate telephone calls using the ITS, and shall be paid within forty five (45) days following the month in which the call took place. The foregoing commission shall be paid on a one-time basis for each completed and billable intrastate inmate call, and shall replace any and all commissions or other monies payable under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider. For the avoidance of doubt, there shall be no commission payable by the Company on any Interstate ITS calls.

3. Section 2a. of the Agreement is hereby deleted in its entirety and replaced with the following:

“2a. Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of Premises Provider. Neither Party shall assign any right and/or obligation under this Agreement without the other Party’s prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Company shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with Company (each an “Affiliate”) without the consent of the Premises Provider; provided, further, Company shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Company or (ii) a sale of Company or all of Company’s assets shall not constitute an assignment requiring consent of Premises Provider for purposes of this Agreement.”

4. The following is hereby added to the Agreement as Section 21:

“Change-of-Law. Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Company’s rights, obligations, or intended benefit under the Agreement shall entitle Company to, at its option, renegotiate or terminate the Agreement.”

5. The following is hereby added to the Agreement as Section 22:

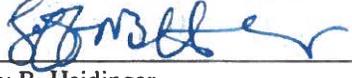
“Service Schedules. Any Affiliate may provide services in its own name, as set forth in a service schedule attached to the Agreement (“Service Schedule”), and such Service Schedule shall be considered a separate,

but associated, contract incorporating this Agreement; provided, however, Company shall be responsible for its Affiliates' performance pursuant to such Service Schedule."

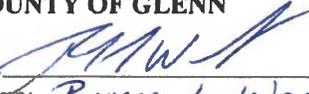
In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

**IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.**

**Company**  
**GLOBAL TEL\*LINK CORPORATION**

By:   
Name: Jeffrey B. Haidinger  
Title: President and COO  
Date: 6/10/16

**Premise Provider**  
**COUNTY OF GLENN**

By:   
Name: RICHARD L. WARREN JR.  
Title: SHERIFF / CORONER  
Date: 6/13/16

## **AMENDMENT #4 TO AGREEMENT FOR INMATE PAY TELEPHONE SERVICES**

This Amendment #4 ("Amendment"), takes effect as of the date signed by all parties listed in this preamble ("Effective Date"), amends and revises that certain **AGREEMENT FOR INMATE PAY TELEPHONE SERVICES** dated December 22, 2000, as amended from time to time (the "Agreement"), by and between **Global Tel\*Link Corporation** with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the "Company") and **County of Glenn**, with an address of 543 West Oak Street, Willows, California 95988 (the "Premise Provider") (Company and Premise Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Parties have agreed to amend the Agreement in order to, among other things, establish that Company will provide Enhanced Services over IP-Enabled Tablets.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for the good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. The Parties agree to extend the Agreement for an additional three (3) year term, commencing on the date the current term ends. Thereafter this Agreement shall auto-renew for two (2) renewal terms of one (1) year each unless one of the parties notifies the other party ninety (90) days prior to the end of the term or any extension term thereto, that it will not be exercising the renewal option.
2. Effective from the Effective Date of this amendment the commission payable to the Department under the Agreement shall be eight cents (\$0.08) per minute on completed and billable intrastate inmate telephone calls using the ITS, and shall be paid within forty five (45) days following the month in which the call took place. The foregoing commission shall be paid on a one-time basis for each completed and billable intrastate inmate call, and shall replace any and all commissions or other monies payable under the Agreement by Company to Premises Provider or to any fund or third party designated by Premises Provider. For the avoidance of doubt, there shall be no commission payable on any Interstate or International ITS calls.
3. Premise Provider has requested, and Company has agreed to provide, tablet hardware and services in accordance with the attached Enhanced Services – IP Enabled Tablets Service Schedule.
4. Except as otherwise provided herein, all terms and conditions of the Agreement shall stay in full force and effect.
5. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the term and conditions contained herein shall control.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

Company  
GLOBAL TEL\*LINK CORPORATION

By:   
Name: Alicia K. Freeman  
Title: VP Contracts & Procurement  
Date: 12/23/19

Premise Provider  
COUNTY OF GLENN

By:   
Name: Richard L. Warren Jr.  
Title: Sheriff/Coroner  
Date: December 17, 2019

**Service Schedule  
Enhanced Services - IP-Enabled Tablets**

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

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

“Agreement” means the contract to which this Service Schedule is attached.

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

“IP-Enabled Tablets” (or “Tablets”) means a tablet 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).

| Location          | Location Description                  |
|-------------------|---------------------------------------|
| Glenn County Jail | 543 West Oak Street Willows, CA 95988 |
|                   |                                       |
|                   |                                       |
|                   |                                       |

Company will provide a sufficient number of tablets to ensure there is an adequate supply to service inmate usage needs.

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 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. 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.** Tablets shall at all times remain the sole and exclusive property of Company. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install Tablet charging enclosures (individually “Station” and collectively “Stations”) at locations agreed upon by the Parties. 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 access to certain content through the Tablets, including music, games, electronic messaging, eBooks (“Content Access”). Company reserves the right to add, alter or discontinue access to any content.
  - ii. Video Visitation. Remote video visitation through Provider’s VisitNow video application with sixty (60) days online recording storage.
  - iii. Voice Communication. Company will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service (“ITS”) platform supplied by Company. Headsets equipped with a microphone will be required.
  - iv. Inmate Accounts. Paid Tablet access may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends (individually “Inmate Account” and collectively “Inmate Accounts”). Inmates fund the Inmate Account by transferring monies from their trust account. Inmate friends and Family fund an inmate’s Inmate Account by deposits made through Company consumer channels. Transaction Fees may apply. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate’s release. Inmate friends and family deposits are final.

b. Company Obligations. Company will provide one headset to each inmate who has access to a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through Premises Provider’s commissary service. Company shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute any or all of the Tablets at any time. Company may also change the number of Tablets deployed.

c. Premises Provider Obligations. A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz and 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; and (iv) access to no less than 80% of its inmate to paid access subject to the payment by the inmate of access fees listed herein. In addition, Premises Provider must: (1) distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts ; (5) allow inmate family and friends to make deposits into Inmate Accounts ; (6) facilitate the integration of Inmate Accounts 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; (7) facilitate the recycling and reuse of Tablets; (8) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; and (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time. Premise Provider 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 Enhanced Services and the use of the Tablets; provided, however, Company may in its discretion change any pricing. Taxes, and regulatory and other mandated fees may also apply.

- a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
- b. Paid Access: \$0.05 per minute
- c. Video Visitation Services: \$0.25 per minute Remote Visit Price
- d. Replacement Headsets or Earbuds: \$4.00
- e. Messaging From Inmate Family and Friends (charged to inmate family and friends):
  - i. \$0.25 per written message.
  - ii. \$0.50 per photo attachment (in addition to charge for any written message, if provided)

8. **Tablet Commissions.** Company will pay Premises Provider a commission as follows. 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 monthly a sum equal to twenty-five percent (25%) of gross revenue received from the per minute rate charged to inmates for access to Tablets ("Access Revenue") contingent upon a minimum of eighty percent (80%) of Premises Provider's inmates having reasonable access to the Tablets. Company will also pay Premises Provider monthly a sum equal to twenty five percent (25%) of the gross revenue received from billable video visitation services sessions. 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.

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 communication made through the Tablets, and monitor content streamed 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 will be solely responsible for any liability 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.** 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.

c. **Limitation of Liability**

COMPANY AND ITS AFFILIATES AND SUPPLIERS WILL 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 WILL 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 WILL 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 WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.