

**PUBLIC COMMUNICATIONS SERVICES, INC.**

12021 Sunset Hills Road, Ste. 100  
Reston, Virginia 20190  
Tel. 703-955-3915  
Fax 703-435-0980  
Web <http://www.globaltellink.com>

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**INMATE TELEPHONE SERVICE AGREEMENT**

This Inmate Telephone Service Agreement ("Agreement") is made by and between Public Communications Services, Inc. ("PCS"), a California corporation, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 ("Company") and **Lenawee County Sheriff's Office**, with an address at 549 North Winter Street, Adrian, MI 49221 ("Premise Provider").

**1. Term.** This Agreement shall be in effect for five (5) years, commencing from the date of the full execution of this Agreement. Commission calculations shall begin as of the first date of documented operation and first call completion. Unless either party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for two (2) additional one (1) year terms.

**2. Equipment.** This Agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: Lenawee County Jail at 549 North Winter Street, Adrian, MI 49221 (Facility) and all other facilities under the control of Premise Provider.

The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all parties.

**3. Services.** At no cost to the Premise Provider, the Company shall provide all management services necessary to implement this Agreement; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment

and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud. Company is licensed to do business in Michigan and that Company will notify Lenawee County if that privilege is suspended, revoked, or otherwise terminated.

- a) **Interactive Voice Response ("IVR")** – During the term of this Agreement, Company shall deliver the IVR system for interactive telephone verification of Inmate Release date for use by Inmate's families or friends. Company shall provide all services to implement IVR System in accordance with the Request for Proposal. IVR solution to be implemented by end of fourth quarter 2012.
- b) **Kiosk** – Company shall provide Two (2) DSI-ITI Kiosks (see Kiosk MOU Agreement below). One (1) Kiosk shall be installed in the booking area, and one (1) Kiosk shall be installed in the lobby area to accommodate trust and phone account funding. The DSI-ITI Lobby Kiosk shall replace the ARAMARK/TouchPay Lobby Kiosk currently installed.

**4. Compensation.** Remuneration shall be sixty-eight and one-half percent (68-1/2%) of the gross revenue billed or prepaid for all phones covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account transaction fees; and (iv) any amount Company collects for, or pays 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. Payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 10 within sixty (60) days of receipt of commission payment by the Premise Provider.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

Lenawee County Sheriff's Office  
549 North Winter Street  
Adrian, Michigan 49221  
Attn: Betsy Jeffrey, Business Manager

**5. Rates.** The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement in accordance with Paragraph 18 below.

**6. Records & Confidentiality.** The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request.

From the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the parties shall keep confidential the terms of this Agreement and of the response of Company to any request for proposal that led to this Agreement. Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, provided, however, that the parties shall cause all Agents to honor the provisions of this Section. The parties may also make disclosures as required by law as long as, before any disclosure, the party subject to the disclosure requirement promptly notifies the other party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party will be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider. The following information will be provided for each location by telephone number:

- Total Calls
- Total minutes of use
- Type of call
- Total usage revenue

**7. Further Assurances.** During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

- (a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.
- (d) Premise Provider represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility and is authorized to conduct business in the state of Michigan; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide inmate and/or payphone service at the Facility provided, however, that the Company may choose not to exercise this exclusive right.

(e) During the term of this agreement, Premise Provider agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.

(f) Stipulate that Company has no responsibility to advise Premise Provider with respect to any law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate call monitoring and recording capabilities provided under this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premise Provider agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company by any person arising out of failure of Premise Provider (or the Company at the direction of the Premise Provider) to comply with such applicable law, regulation or guideline.

(g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the CDRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

8. **Title.** Title to Equipment hereunder shall be and at all times remain in the Company.

9. **Relocation.** Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

10. **Notices.** Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

**To Company:**  
**Public Communications Services, Inc.**  
12021 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190  
Phone: (703) 955-3915  
Fax: (703) 435-0980  
**ATTN: Legal Department**

**To Premise Provider:**  
**Lenawee County Sheriff's Office**  
549 North Winter Street  
Adrian, MI 49221  
Phone: 517-263-0524  
Fax: 517-264-5396  
**ATTN: Captain Dennis Steenrod**

11. **Governing Law.** The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of Michigan.

**12. Indemnification & Consequential Damages.** Each party shall indemnify the other from any loss, cost, damage, expense, or liability arising out of the performance of this Agreement and caused, in whole or in part, by the acts or omissions, negligence or fault, of the indemnifying party, except to the extent such loss, cost, damage, expense, or liability arises from the acts of omissions, negligence or fault of the other party; provided, however, that the Company shall not be liable for interruption of telephone service from any cause.

Neither party hereunder shall be liable to the other for any consequential or indirect loss, including but not limited to loss of profits, telephone or business interruption, howsoever caused and even if due to the negligence, breach of contract or other fault of the respective parties. Company's liability under this Contract shall in no event exceed the total Contract value or \$500,000, whichever is lesser.

**13. Risk of Loss.** The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees.

**14. Default.** In the event any party shall be in breach or default of any terms, conditions, or covenants of this agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to any party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended party shall have the right to cancel this agreement without charge of liability.

**15. Assignment.** This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, including any new administration or head of Premise Provider; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider.

**16. Independent Contractor.** The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

**17. Solicitation.** The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.

**18. Force Majeure.** Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

**19. Dispute Resolution.** Premise Provider and Company agrees that any disputes or claims arising under this Agreement shall be resolved through alternative dispute resolution means in the following manner:

- (a) Initially, the parties shall engage in non-binding mediation. Mediation shall be held in the state of Michigan. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution.
- (b) In the event the dispute or claim is not satisfactorily resolved through mediation within ninety (90) days of notice of such claim or dispute by a party, the parties agree to submit such dispute or claim to binding arbitration. Arbitration shall be held in Michigan. If Premise Provider is a foreign (non-US) corporation and delivery of the goods under this agreement is to a foreign (non-US) destination, then the commercial arbitration rules of the International Chamber of Commerce shall apply. In all other instances the commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision or award by the arbitrators shall be final and binding on the parties and may be enforced in any court having jurisdiction over a party against whom any such judgment, decision or award is to be enforced. The parties specifically and knowingly waive any rights under State or Federal constitutions or statutes which grant a party the right to trial by jury for any claims that might arise under this agreement or which purports to give a party the right to appeal an arbitrator's judgment, decision or award.
- (c) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation or arbitration, unless otherwise directed by the mediator or arbitrator.

**20. Survival.** Upon the expiration or earlier termination of the term of this Agreement, the parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the parties. Notwithstanding the foregoing, Sections 7(f), 8, 9, 11, and 12 shall survive the expiration or earlier termination of this Agreement, and neither party will be released from any liability arising from any breach or violation by that party of the terms of this Agreement prior to the expiration or termination.

**21. Entire Agreement.** This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

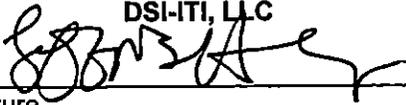
**22. Amendment.** No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

- g) Deposits of funds into an inmate's trust fund account that are made by a credit card transaction originated at a kiosk, via web payment option via an Interactive Voice Response ("IVR") system, or any other payment method agreed upon by the parties ("Credit Card Funds"), will be processed by DSI as the authorized agent of the County. In its capacity as the County's agent, DSI will: (1) process Credit Card Funds for transfer to the applicable inmate trust account established and maintained by the County via Automated Clearing House ("ACH") (or as otherwise agreed); and (2) operate (if agreed) the systems or software managing the inmate trust funds. DSI will continue to collect identifying information about funds transmitters funding the inmate trust account by credit card using its existing procedures.
- h) The County hereby appoints DSI as its authorized agent to process Credit Card Funds on behalf of the County for delivery to the County. The County expressly acknowledges that, whether or not it actually receives the Credit Card Funds from DSI, the County must treat the Credit Card Funds as if they have been received into the designated inmate trust fund. DSI agrees to indemnify the County for direct losses arising from DSI's failure to remit Credit Card Funds to the County. In addition, in exchange for the placement of the kiosk by DSI, the County appoints DSI, as the sole and exclusive provider (i) of kiosks and transaction services related thereto for collection of inmate "commissary" funds and (ii) for the collection of inmate destination prepay funds for all of the County's correctional facilities.
- i) DSI may make modifications to, among other things, the following, to reflect the relationship among DSI, the County, and senders of Credit Funds: its form of transaction record or receipt information (including email confirmation receipt), Web Payment terms and conditions and service description, computer terminal configuration and display, and transaction report format.
- j) County acknowledges that due to the weight and bulk of the kiosk unit that there is a risk of injury should the unit be tipped over onto a bystander. County agrees that to ensure the safety of staff, inmates and the general public the kiosk unit(s) will be bolted to floor. DSI, County maintenance or a contractor of the County's choosing will fasten the unit to the floor, at the County's discretion, at the time of the kiosk installation.

4. **EFFECTIVE DATE.** The effective date of this agreement is the latest date of signature as noted below.

5. **TERMINATION.** Either party may terminate this Agreement upon (45) days written notice to the other party.

**DSI-ITI, LLC**



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Signature  
Name: Jeffrey B. Haidinger  
Title: President, Services

5/23/12

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(Date)

**Lenawee County**



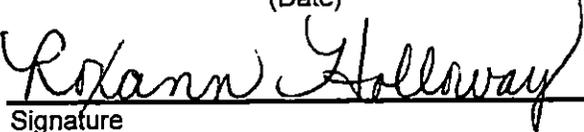
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Signature  
Name: John Tuckerman  
Title: Chairman, Lenawee County Board of Commissioners

5-2-12

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(Date)



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Signature  
Name: Roxanne Holloway  
Title: Lenawee County Clerk

5-2-12

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(Date)

**AMENDMENT #2 TO THE  
INMATE TELEPHONE SERVICES AGREEMENT**

This Amendment #2 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain Inmate Telephone Services, dated May 23, 2012, as amended from time to time (the "Agreement"), by and between Public Communications Services, Inc., with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and the Lenawee County Sheriff's Office, with an address of 549 North Winter Street, Adrian, Michigan, 49221 ("Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

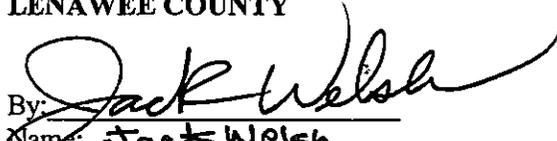
**WHEREAS**, Company and County previously entered into that certain Agreement and the parties would like to amend the Agreement as provided for herein.

**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 Term of the Agreement for two (2) additional years. The Agreement shall now terminate on May 23, 2019.
2. Company agrees to provide Premise Provider with inmate tablets in accordance with Service Schedule attached to this Agreement as Exhibit A. Further, Company agrees to provide one (1) additional intake kiosk to Premise Provider.
3. 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.
4. 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:**

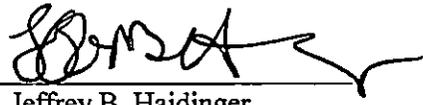
**LENAWEE COUNTY**

By: 

Name: Jack Welsh  
Title: Lenawee County Sheriff

Date: 4/4/17

**PUBLIC COMMUNICATIONS SERVICES, INC.**

By: 

Name: Jeffrey B. Haidinger  
Title: President & COO

Date: 4/19/17

**EXHIBIT A**  
**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 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
Lenawee County Jail	Jail	75 tablets
549 North Winter St		
Adrian MI 49221		

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 provided a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install up to 5 Tablet charging enclosures (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 enclosures. 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, electronic messaging, eBooks, 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 the expiration of the subscription term, or 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. All purchases are final. Company reserves the right to alter or discontinue any Content.
- ii. Debit Link Accounts. All inmate Enhanced Services (not including charges for voice communication) may be purchased 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”). Certain Enhanced Services may also be purchased by inmate families and friends on a direct subscription basis using Company’s consumer channel website. 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 inmate telephone service (“ITS”) platform. Headsets equipped with a microphone will be required.

b. Company Obligations. Company will provide one headset to each inmate supplied a Tablet, and will supply replacement silicon earbuds 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 a multiple channel wireless network within the 2.4GHz band at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; (iii) installation of Tablet charging enclosures or inmate access to electrical outlets for wall chargers (as applicable); and (iv) the sale of all Content listed in this Schedule and such other Content as may be added to the Schedule from time-to-time. In addition, a Premises Provider must: (1) distribute a Tablet to each inmate having access to a Location; (2) allow and facilitate the sale of silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, silicon earbuds, and wall charges (4) 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; (5) allow inmate family and friends to purchase Content subscriptions for inmates; (6) 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; (7) allow inmate voice communication duration of not less than sixty (60) minutes per instance; (8) allow the use of Tablets throughout the Locations; (9) facilitate the recycling and reuse of Tablets; (10)

provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (11) provide at its expense all necessary power and power source; (12) 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 (13) distribute one (1) headset to each inmate who is provided a Tablet the first time. Premises Provider will 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 will be charged at the same per-minute rate as ITS under this Agreement.
- b. Messaging: \$0.25 per Message Credit
  - i. 1-credit per written message
  - ii. 1-credit per photo attachment (in addition to written message cost, if included)
  - iii. 4-credits per video attachment (in addition to written message cost, if included)
  - iv. 8-credits per 10 Gallery Link slots
  - v. 16-credits per 25 Gallery Link slots
- c. Thirty-Day Subscriptions:
  - i. Music: \$8.99, and an additional \$16 service infrastructure charge (\$24.99).
  - ii. Games: \$4.99, and an additional \$1 service infrastructure charge (\$5.99).
  - iii. EBooks: \$2.99, and an additional \$1 service infrastructure charge (\$3.99).
- d. Fourteen-Day Subscriptions:
  - i. Music: \$5.99, and an additional \$9.00 service infrastructure charge (\$14.99).
  - ii. Games: \$2.99, and an additional \$0.75 service infrastructure charge (\$3.74).
  - iii. EBooks: \$1.99, and an additional \$0.75 service infrastructure charge (\$2.74).
- e. Seven-Day Subscriptions:
  - i. Music: \$2.99, and an additional \$5.00 service infrastructure charge (\$7.99).
  - ii. Games: \$1.99, and an additional \$0.50 service infrastructure charge (\$2.49).
  - iii. EBooks: \$0.99, and an additional \$0.50 service infrastructure charge (\$1.49).
- f. Replacement Headphones or Earbuds: \$5.99.
- g. Replacement chargers (where available): \$7.99.
- h. Replacement Tablets (damaged by inmate willful act) - \$249.00

**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 purchased by the inmate ("Content Revenue") in accordance with the percentages provided in the table below. Content Revenue does not include revenue from infrastructure charges, 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 Seventy-Five Thousand Dollars (\$75,000) 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 outstanding balance, if any, after subtracting from the Expenditure the Content Revenue collected by Company as of the date of termination. 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 Content Revenue per Tablet (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 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.

## AMENDMENT # 04 TO THE INMATE TELEPHONE SERVICE AGREEMENT

This Amendment # 04 (“Amendment”), takes effect as of the date signed by all the parties listed in this preamble (“Effective Date”), amends and revises that certain **INMATE TELEPHONE SERVICES AGREEMENT**, dated May 23, 2012, as amended from time to time (the “Agreement”), by and between Public Communications Services, Inc. with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 (“Company”), and Lenawee County Sheriff’s Office, with an address of 549 North Winter Street, Adrian, Michigan, 49221 (“Premises Provider”) (Company and Premises 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 had previously agreed in Amendment # 1 to the Agreement dated August 12, 2016 to, among other things, implement the FCC-mandated rates, fees, and other charges; and

**WHEREAS**, the Parties had previously agreed in Amendment 02 to the Agreement dated April 19, 2017 in Exhibit A entitled “IP Enabled Tablets Service Schedule”; and

**WHEREAS**, the Parties had previously agreed in Amendment 03 to the Agreement dated August 19, 2019 to add additional features and pricing to Exhibit A, IP Enabled Tablets Service Schedule and Payment Services; and

**WHEREAS**, the Parties have agreed to further amend the Agreement to revise ITS phone rates, as further provided below ; and

**WHEREAS**, Company has agreed to revise commission payable to Premises Provider, as further defined below; and

**WHEREAS**, Company has agreed to provide certain ITS Enhanced Features, as further defined below; and

**WHEREAS**, the Parties have agreed to further amend the Agreement to revise and replace in its entirety Exhibit A to the Agreement entitled “IP-Enabled Tablets Services Schedule” added in Amendment 02 and as revised in Amendment 03 ; and

**WHEREAS**, in consideration for adding these certain Services to the Agreement, the Parties have agreed to extend the period of performance of the Agreement as described 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:

The following Services and Pricing are hereby added to Exhibit A, Service Schedule, Enhanced Services – IP Enabled Tablets,

1. As of the Effective Date, the rates and charges for 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 revised from \$1.09 per minute of use to \$0.30 and shall be implemented, as follows:

**Inmate Telephone Services.**

Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$ 0.30 per minute of use.

2. As soon as practicable following the Effective Date, Company shall implement the following ITS Enhanced Services as follows:

GTL Enhanced Features
Phone IQ
Voice IQ,
Called Party IQ Advanced

3. From the Effective Date, commission payable to Premises Provider is revised as follows. Commission, as provided for in Amendment #2 Para 2. is hereby deleted in its entirety and replaced as follows:

Remuneration shall be **Thirty-Four percent (34%)** of the Gross Revenue billed or prepaid for intra and interstate inmate telephone calls covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed intrastate or interstate inmate call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross Revenue does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account and other transaction fees; (iv) revenue from interstate calls; and (v) any amount Company collects for, or pays 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. Commission payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premise Provider.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

**Lenawee County Jail**  
**549 N. Winter St. Adrian, MI. 49221**  
**Attn: Troy Bevier**

4. From the Effective Date, Exhibit A appended in Amendment # 3 to this Agreement is hereby replaced in its entirety with Exhibit A appended to this Amendment 04.
5. In consideration of the foregoing, the parties agree to extend the Term of the Agreement for three (3) additional years. The term of the Agreement is hereby extended from May 23, 2020 to May 23, 2023. Unless either Party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for an additional two (2) year term ("Renewal Term").

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**  
**PUBLIC COMMUNICATIONS SERVICES, INC.**

By: \_\_\_\_\_  
Name: Alicia Freeman  
Title: Vice President, Contracts  
Date: \_\_\_\_\_

**Premises Provider**  
**LENAWEE COUNTY JAIL**  
**Sheriff: Troy Bevier**

By: Troy Bevier  
Name: TROY BEVIER  
Title: Sheriff  
Date: 6/10/2020

**Exhibit A**  
**Tablet 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, entertainment products, and mail scanning services.

“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), including the failure by Company to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

Location	Location Description
Lenawee County Jail 549 N. Winter St. Adrian, MI. 49221	Jail

Company shall provide tablets at an approximately 4:1 ratio of inmates to tablets. In addition, Company shall provide Premises Provider the following 6- visitor facing flex; 8 -9 port oven 16- NFC stations

Company will provide a sufficient number of tablets to ensure there is an adequate supply to service inmate usage needs. Decisions to modify the number of tablets will not take place until after 90 days of usage, which allows GTL to run usage reporting to assure adequate usage.

**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, and that Tablets may 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, and if required, Premise Provider shall provide security escorts for Company personnel.

**6. Tablets.** The exact amount, type and location(s) of the Tablets at Premise Provider’s Facility shall be as per the mutual agreement of the parties. Company may adjust the number of Tablets up or down at any time. 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 the Tablets at any time during the Term. 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. Inmate Content Access. Company will make available access to certain content through the Tablets, including music, games, electronic messaging, eBooks (“Content Access”). Content Access will be provided on a per minute basis. Content Access will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to add, alter or discontinue any Content Access.
- ii. Video Visitation. On-premise and Remote video visitation with no less than 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. All Tablet usage 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.
- v. Basic Education: Company will also provide basic education package which is aligned with most state standards, GED, HiSET, and TASC, and access to the law library.
- vi. Law Library: Company agrees to provide access to a law library.

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 through 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 Content subject to the payment by the inmate of Content usage 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 for use with Company’s products; (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 allow anyone 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 Inmate Content Access:**
  1. Standard Profile: \$0.05 per minute
  2. Promotional Profile: \$0.03 per minute
  3. Free Profile: \$0.00 per minute
- c. **Video Visitation Services:** \$0.25 per minute Extended Local Visit Price
- d. \$0.25 per minute Remote Visit Price
- e. **Replacement Headphones or Earbuds:** \$4.00
- f. **Messaging From Inmate Family and Friends (charged to inmate family and friends):**
  1. \$0.25 per written message
  2. \$0.25 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 percent (20%) of gross revenue (less all applicable taxes, government imposed fees or charges, and billing or security fees) received from the per minute rate charged to inmates for access to the Tablet, excluding video visitation ("Content 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 percent (20%) 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 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.

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.

## AMENDMENT # 5 TO INMATE TELEPHONE SERVICE AGREEMENT

This Amendment # 5 ("Amendment") takes effect October 26, 2021, or the effective date of the FCC Order (as defined below), whichever is later ("Effective Date"), and amends and revises that certain **Inmate Telephone Service Agreement**, dated May 23, 2012, as amended from time to time (the "Agreement"), by and between Public Communications Services, Inc. with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the "Company"), and Lenawee County Sheriff's Office with an address of 549 North Winter Street, Adrian, MI 49221 (the "Premises Provider") (Company and Premises 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 Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on May 24, 2021 ("FCC Order"), which mandated certain rate caps for inmate telephone services and ancillary service charges, and other requirements; and

**WHEREAS**, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC Order 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. Effective October 26, 2021, or the effective date of the FCC Order, whichever is later, the rates and charges for international, interstate, and intrastate inmate telephone service ("ITS") calls and associated ancillary service charges 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, whether made using a collect, debit, or prepaid/AdvancePay™ format: \$0.21 per minute of use.

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

International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: The Interstate ITS rate set forth above, plus the applicable call termination rate for the international destination of the call as published on the Company's website, which may be updated every 3 months in accordance with the FCC Order. These rates can be found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/>.

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

The ITS rates set forth above are exclusive of taxes and other amounts collected by the 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 the Company in connection with such programs.

**Ancillary Service Charges.** The Company may charge certain Ancillary Service Charges, which shall be no more than the following amounts:

Automated payment for credit card, debit card, and bill processing fees	\$3.00 per transaction
Use of live operator	\$5.95 per transaction
Paper bill/statement	\$2.00 per transaction
Use of third-party money transmitter ( <i>e.g.</i> , MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	\$6.95 per transaction
Use of single-call and related services to pay for a single ITS call using debit/credit card, mobile phone account, or another arrangement	\$6.95 per transaction, plus the adopted per-minute rate

- Effective October 26, 2021, or the effective date of the FCC Order, whichever is later, the commission payable to the Premises Provider under the Agreement shall be \$0.275 per minute of each completed billable ITS call, which 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 billable ITS call, and shall replace any and all ITS commissions or other monies payable for ITS services under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider.

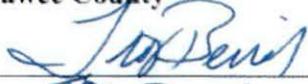
In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification 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 as of the latest date listed below.**

**Company**  
**Public Communications Services, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Premises Provider**  
**Lenawee County**

By:  \_\_\_\_\_  
Name: TROY BEVIL  
Title: Sheriff  
Date: 7/28/2022