

**DUTCHESS COUNTY CONTRACT**



# Dutchess County Sheriff's Office

150 North Hamilton Street, Poughkeepsie, NY 12601

Adrian H. Anderson  
Sheriff

Kirk A. Imperati  
Undersheriff

Michael J. Watters  
Corrections  
Administrator

Main (845) 486-3800  
Fax (845) 452-2987  
TDD (845) 486-3888



## **Inmate George Dahlbender DIN: 01A0341**

Green Haven Correctional Facility  
P.O. Box 4000  
Stormville, New York 12582-4000

Date: March 4, 2020

RE: Subject: Information Request (NYS Freedom of Information Law)

Dear Mr. Dahlbender,

This will acknowledge receipt of your FOIL request, set forth below, regarding:

I am requesting a copy of either the Resolution and/or Contract pertaining to the following:

1. Inmate Telephone Services at the County Jail, and
2. Inmate Toilet Services at the County Jail, and
3. Inmate Tele/Video Visiting Services at the County Jail.

If both a Resolution and a Contract are available for an issue, please, provide me with a page count for each document.

### PLEASE NOTE:

- 1.) Subject to approval and availability, a copy of the documents you requested will be made accessible to you under the provisions of the New York State – Freedom of Information Law (FOIL). Unless the requested documents can be sent electronically, each document requested which results in reproduction (copying), will be at a cost to you totaling twenty-five (.25) cents per page.

2.)The documents will then be sent to you upon payment in the form of certified check or money order payable to: The Dutchess County Commissioner of Finance. Mailed to: Dutchess County Jail 150 North Hamilton Street Poughkeepsie, N.Y. 12601. Attn: Sue Hendrickson.

3.)Such request will be granted or denied with a full explanation within twenty business days of this acknowledgement.

**PLEASE TAKE NOTICE**, that you may within thirty days appeal in writing this response pursuant to NY Public Officers Law Section 89(4)(a) to the Dutchess County Attorney, James M. Fedorchak, 22 Market Street, Poughkeepsie, NY 12601, tel. (845) 486-2110. The original FOIL request and response should accompany the appeal. An appeal is not complete unless it contains:

- 1) the date and location of requests for records;
- 2) a description, to the extent possible, of the records that were denied; and
- 3) the name and return address of the appellant.

**UPDATE:** Your records are available and are ready to be sent. A total of sixteen (16) pages will be produced and sent to you upon payment of \$4.00 (.25 per page x 16 pages).

**PLEASE TAKE NOTICE:** The Dutchess County Jail's contract with Global Tel Link (GTL), covers the tablet services which you mentioned in your FOIL request. With regards to your request for records pertaining to "Tele/Video visiting services", there are no records available as this service had never been put into effect, therefore your request is denied.

Regards,

  
Inv. Mark S. Ralton (Dutchess County Jail Records Access Officer)

## GLOBAL TEL\*LINK CORPORATION

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

**THIS AGREEMENT WILL SUPERSEDE CONTRACT # 11-0125-12/15-SH.  
SERVICES AGREEMENT**

This Services Agreement ("Agreement") is entered into as of the date signed by all the parties listed in this Preamble ("Effective Date") by and between Global Tel\*Link Corporation, having its corporate headquarters at 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company") and Dutchess County, New York, with an address at 150 North Hamilton Street, Poughkeepsie, New York 12601 ("Premise Provider").

**1. Term.** This Agreement shall be in effect for five (5) years, commencing from the Effective Date. 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 additional one (1) year terms.

**2. Equipment.** This Agreement applies to the installation, management, operation and maintenance of the equipment furnished by the Company as listed and described in Exhibits A and B at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: 150 North Hamilton Street, Poughkeepsie, New York 12601 and all other facilities under the control of Premise Provider (collectively "Facility").

In addition to what is listed in Exhibits A and B, the term "Equipment" may include 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.**

A. Inmate Telephone Service. At no cost to the Premise Provider, the Company shall provide the services listed in Exhibit A and 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.

- B. **Mobility Service.** As soon as reasonably practicable following the execution of this Agreement, Company will implement its Mobility Service (as defined in Exhibit B) at certain Premise Provider locations, as further described in the attached Exhibit B.

**4. Compensation.**

- A. **Inmate Telephone Service.** Remuneration in connection with the inmate telephone service shall be fifty five percent (55%) of the gross revenue billed or prepaid for all phones covered by this Agreement. Gross Revenue shall mean, as applicable, all revenue generated by every completed intrastate 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) transaction fees; (iv) revenue from calls completed through 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 completed monthly.
- B. **Mobility Service.** Remuneration in connection with the Mobility Service will be as set forth in Exhibit B.
- C. 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. 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.

Dutchess County Sheriff's Department  
150 North Hamilton Street  
Poughkeepsie, New York 12601  
Attn: George Krom, Correction Administrator

**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.

**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 solicitation 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, or in connection with a merger or the sale of substantially all assets of a Party, provided, however, that the parties shall cause all Agents and third parties 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 in connection with Inmate telephone calls for each location by telephone number:

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

**7. Further Assurances.** Premise Provider represents and warrants that it has the 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. During the term of this Agreement, including any renewal period(s) and extensions, Premise Provider agrees:

- (a) To reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) To provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) To permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.
- (d) That Company shall have the exclusive right to provide the products and services implemented at Premise Provider facilities pursuant to this Agreement and those other inmate communication services that are implemented at any of the facilities during the term of this Agreement, including telephone, email, video visitation, and inpod services, whether the services are for inmates located at the Facility or at

third-party facilities; provided, however, that Company may choose to not exercise this exclusive right.

- (e) To not allow any products or services that compete with those supplied by Company during the term of this Agreement to be, or to remain, installed at any Premise Provider facilities, including present and future Premise Provider locations.
- (f) That Company shall have the exclusive right to provide Premise Provider the products and services delivered under this 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 Premise Provider is prepared to accept. Premise Provider shall 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, this Agreement will renew with the modified financial and services elements for another term extending the period contemplated in connection with the third-party offer.
- (g) To 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 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 supplied through 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 will be solely responsible for any liability, costs and expenses relating to any claims made against Company arising out of failure of Premise Provider (or the Company at the direction of the Premise Provider) to comply with such law, regulation or guideline.
- (h) To acknowledge that all call detail records (DRs) 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 DRs 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.

Except as specifically indicated, all software, documentation, and other intellectual property (collective the "IP") supplied or made available through this Agreement is being provided on a term license only, as long as this Agreement is in effect, and shall not constitute a sale of that IP. Nothing in this Agreement or through Company's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Company and its licensors.

During the term of this Agreement, Company grants Premise Provider a non-exclusive, non-transferable, license to use the IP solely for accessing the products and services supplied by Company in the manner contemplated by this Agreement. Premise Provider shall not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile,

disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP

**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:**

**Global Tel\*Link Corporation**  
12021 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190  
Phone: (703) 955-3911  
**ATTN: Legal Department**

**To Premise Provider:**

**Dutchess County Sheriff's Department**  
150 North Hamilton Street,  
Poughkeepsie, New York 12601  
Phone: (845) 486-3901  
**ATTN: George Krom**

**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 New York. This Agreement is subject to all applicable law.

**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 or video communication services from any cause.

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. Reserved.**

**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, all sections needed to enforce a party's rights under this Agreement will survive the expiration or earlier termination of the 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, including its exhibits, 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. In the event of a conflict or inconsistency between the terms set forth in the main Agreement and Exhibit B concerning the Mobility Service, the terms of Exhibit B shall control.

**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.

**23. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.


IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, as of the latest date listed below.

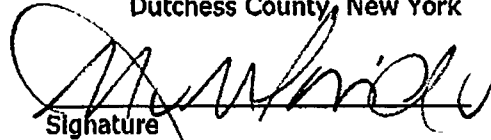
**Company**

**Premise Provider**

**Global Tel\*Link Corporation**

Accepted: County of Dutchess  
Dutchess County, New York

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

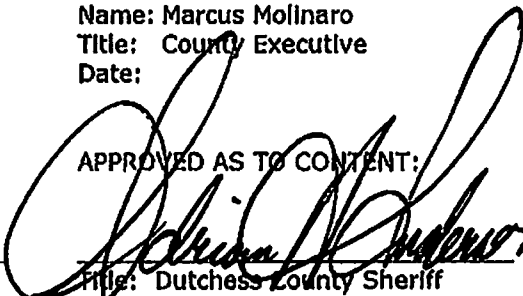
Name: Jeffrey B. Haldinger  
Title: President and COO  
Date:

Name: Marcus Molinaro  
Title: County Executive  
Date:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Title: County Attorney

  
\_\_\_\_\_  
Title: Dutchess County Sheriff

15-0344-9/20-SH  
9/29/15  
11467

**Exhibit A**  
**Inmate Telephone Service**

**Facility Name and Address:**

Dutchess County Jail, 150 North Hamilton Street, Poughkeepsie, New York 12601

**Actual on-site equipment:**

The Installation of software and/or hardware on Company provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

Company also does not furnish, maintain or provide consumables for peripheral equipment associated with the Inmate Telephone System. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

**List of On Site Equipment**

1. ICMV Inmate Telephone Platform with [5 years] online recording storage.
2. 65 Inmate Telephones (existing).
3. 1 TDD (existing)
4. 1 workstation

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

**LETTER OF AGENCY**

DATE: \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WE HAVE ENTERED INTO AN AGREEMENT WITH **GLOBAL TEL\*LINK CORP.**, PRIVATE PAY PHONE VENDOR, TO ACT AS OUR COMMUNICATIONS REPRESENTATIVE WITH:

\_\_\_\_\_ (LOCAL EXCHANGE CARRIER)

FOR OUR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE **GLOBAL TEL\*LINK CORP.** TO DO THE FOLLOWING:

- (X) REQUEST DISCONNECTION OF EXISTING COIN/INMATE TELEPHONES
- (X ) INSTALL PHONES ON THEIR OWN BEHALF

THIS AUTHORIZATION DOES NOT PRECLUDE OUR ABILITY TO ACT IN OUR OWN BEHALF WHEN WE DEEM NECESSARY.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BUSINESS TELEPHONE

## Exhibit B Mobility Service

- I. **Overview.** Company will supply the products and services needed to deploy Company's enhanced communications services ("Mobility Service") at certain Premise Provider locations, as further described in this Exhibit. Inmates will have access to the Mobility Service through the Tablets (as defined below). The Tablets will connect to Company's secure network through wireless access points deployed at the Locations (as defined below), provided, however, that access in any Location may not be ubiquitous, and may have gaps, depending on Location characteristics.
- II. **Deployment Locations.** The Mobility Service will be deployed at the locations listed in the table below (individually "Location" and collectively "Locations"). Company reserves the right to terminate the Mobility Service at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of the Mobility Service at such Location(s), including the failure by Company to recover the Expenditure (as defined below) within twenty four (24) months following the deployment of the Mobility Service at the Locations.

a. **Locations.**

Building	Location Description	# of Tablets to be Deployed
Auxiliary Housing	Housing Unit 31	48
Auxiliary Housing	Housing Unit 32	52
Auxiliary Housing	Housing Unit 33	48
Auxiliary Housing	Housing Unit 34	52
Main Jail	Housing Unit 22	50
Main Jail	Housing Unit 23	50

- III. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, services, and cabling at no cost to Premise Provider, as follows. 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 Premise Provider upon the expiration of the Agreement. Upon termination of Mobility Service in any Location(s), Premise Provider will collect and deliver to Company all Tablets assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

a. **Equipment and Hardware.**

- i. **Tablets.** Company will supply three hundred (300) **Inspire™** mobile tablets (individually "Tablet" and collectively "Tablets") for the duration of the Agreement, subject to the following limitations.

1. Each inmate assigned a Tablet must agree to accompanying terms and conditions in order to be granted use of the Tablet.
  2. Company will provide one set of earphones to each Inmate supplied a Tablet, and will supply replacement earphones for purchase by the inmate through Premise Provider's commissary service.
  3. Company will not replace or repair any Tablet that is damaged or destroyed by willful act, as determined in Company's discretion.
  4. 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.
  5. Company may replace, upgrade, or substitute any or all of the Tablets at any time.
- ii. **Additional Hardware and Cabling.** Company will provide all hardware, cabling, and circuits necessary to deploy the Mobility Service at the Locations, subject to the following.
1. **Charging Stations.** Company will install the appropriate number of Tablet charging stations (Individually "Station" and collectively "Stations") at locations agreed upon by the Parties.
  2. **Access Points.** Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.
- b. **Services**
- i. **Telephone Calls.** Company will enable Tablets for outbound telephone calls through the inmate telephone platform Company operates on behalf of Premise Provider. The calls will include the features and functionality associated with the inmate telephone platform, including system settings, investigative capabilities, and security features. Inmates will use headphones, which are equipped with a microphone, to complete calls.
  - ii. **Content.** Company will make available for purchase certain content that may be loaded on or accessed through the Tablets, including music, games, email, and such other content as may be agreed upon in writing by the Parties. The content will be provided on subscription bases that terminate upon GTL no longer providing Premise Provider with the Mobility Service, 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. Applications will be supplied on a rolling basis as soon as reasonably practicable

following deployment of the Mobility Service. Company reserves the right to alter or discontinue any content.

- iii. **Debit Link Accounts.** All inmate content and email purchases (not including charges for inmate telephone calls) will be completed using Link Units, which each inmate or their friends or family may purchase through a special purpose account created for the inmate (Individually "Debit Link Account" and collectively "Debit Link Accounts"). Inmates may fund the Debit Link account by transferring monies from their trust account. Inmate friends and Family may fund an inmate's debit link account by deposits made through the Company web site 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 the Mobility Service at all Locations or upon an inmate's release. All Link Units purchases by inmate friends or family are final.
  - iv. **Support and Maintenance.** Company will provide all support and maintenance services for the Mobility Service, 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. Premise 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.
- IV. **Pricing.** Company may apply the following charges on the use of the Tablets, provided, however, that Company may in its discretion change any pricing other than pricing for inmate telephone calls.
- a. **Inmate Telephone Calls:** Inmate telephone call charges are as set forth in the Agreement (to which this Exhibit B is attached).
  - b. **Email:** \$0.49 per message sent, provided, however the rate will increase in accordance with increases by the U.S. Postal Service for the cost of first class mail stamps.
  - c. **Games.** Tiered monthly subscription, priced from \$5.00 to \$15.00 per month. Games may also be sold on an individual basis or provided for free.
  - d. **Music:** \$19.99 per one month subscription.
  - e. **Replacement Headphones:** \$2.49.
- V. **Commissions.**
- a. **Commission on revenue from inmate telephone calls completed using the Tablets** will be as set forth in Section 4 of the Agreement. Company will pay Premise Provider a commission every month based on average monthly

revenue per tablet for that month from purchased content ("Content Revenue"), in accordance with the percentages provided in the table below. Content Revenue does not include revenue from inmate telephone calls completed using the Tablets, the sale of accessories, bandwidth charges, or transaction fees. Furthermore, Company will not owe or pay any commission on the first Eighty Nine Thousand Seven Hundred Dollars (\$89,700) in Content Revenue collected ("Expenditure"), to enable Company to defray capital expenditures in connection with the Mobility Service deployed at the Locations, including all installation costs. If Premise Provider terminates the Agreement for any reason other than breach by Company, Premise Provider will pay Company within thirty (30) days following termination any shortfall between the Expenditure and Content Revenue collected by Company.

<b>County</b>		
<b>Average Monthly Revenue from email, games, and music per Tablet Supplied under the Agreement (other than spares)</b>		<b>Commission %</b>
\$0.00	\$15.00	0%
\$15.01	\$20.00	10%
\$20.01	\$25.00	20%
\$25.01	\$35.00	30%
\$35.01	\$45.00	40%
\$45.01	\$55.00	50%
\$55.01	\$70.00	60%
\$70.01	and above	70%

**VI. Premise Provider Obligations.**

**a. Technology. Premise Provider must allow:**

- i. The installation and use of Wi-Fi at all Locations;
- ii. the use of wired earphones and lithium batteries for the Tablets;
- iii. installation of Tablet charging stations or inmate access to electrical outlets for wall chargers (as applicable); and
- iv. to be accessed through the Tablets wireless inmate telephone calls, music, paid games, inmate email, and any other content agreed upon by the Parties.

**b. Operations. Premise Provider must:**

- i. Assign a unique Tablet to each inmate having access to a Location and ensure that inmates only use their assigned Tablets;



- ii. allow and facilitate the sale of earphones and other Tablet accessories through its commissary without mark up;
  - iii. allow the creation of Debit Link Accounts for inmates and the exclusive use of Link Units for the purchase of content in connection with the Tablets;
  - iv. facilitate the integration of Inmate Debit Link and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premise Provider, or its third-party vendors, if any;
  - v. allow inmate per-call duration of not less than sixty (60) minutes;
  - vi. allow the use of Tablets throughout the Locations;
  - vii. facilitate the recycling and reuse of tablets each time a Tablet is re-assigned to a new inmate;
  - viii. provide Company with secure space to store Tablets and other Company equipment associated with the Mobility Service;
  - ix. provide at its expense all necessary power and power source; and
  - x. designate a single point of contact who is authorized to act on behalf of the Premise Provider on all matters involving the Mobility Service.
- c. Access. The Premise 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 the Mobility Service, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.
- d. Use and Alteration. Premise Provider will assign and distribute Tablets to inmates in accordance with the process agreed upon by the Parties. Premise 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 the Mobility Service.

## VII. Additional Terms.

- a. Monitoring and Recording. Premise Provider acknowledges that the Mobility Service provides Premise Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record calls made through the Tablets, read emails sent through the Tablets, and monitor content streamed or otherwise loaded on the Tablets. Premise Provider further acknowledges and agrees that Company has no responsibility to advise Premise Provider with respect to any law, regulation, or guideline that

may govern or control the recordation or monitoring by Premise Provider of the use of the Tablets, or compliance therewith. Premise 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, 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 arising out of failure of Premise Provider (or the Company at the direction of the Premise Provider) to comply with such law, regulation or guideline.

- b. **Exclusivity and Right of First Refusal.** Premise 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 Premise Provider facilities, including present and future Premise Provider locations. Company will have the exclusive right to provide the products and services implemented at Premise Provider facilities through the Mobility Service, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premise 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 Premise 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 Premise 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 Premise Provider is prepared to accept. Premise 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 elements for another term extending the period contemplated by the third-party offer.
- c. **Liability.**

COMPANY AND ITS SUPPLERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET USERS, INMATES OR COUNTY 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. PREMISE 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, THE MOBILITY SERVICE AND EACH OF ITS COMPONENTS 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 THE MOBILITY SERVICE. COMPANY DOES NOT WARRANT THAT THE MOBILITY SERVICE WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF THE MOBILITY SERVICE WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION IN CONNECTION WITH THE MOBILITY SERVICE.

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