

# GLOBAL TEL\*LINK CORPORATION

12021 Sunset Hills Road, Suite 100

Reston, Virginia 20190

Telephone: 703-955-3910 Fax: 703-435-0980 Web: <http://www.utl.net>

## MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made by and between Global Tel\*Link Corporation ("Company") on behalf of itself and its Affiliates (as defined in the attached Terms and Conditions), and the Genesee County Sheriff's Office, with an address of 1002 S. Saginaw Street, Flint, MI 48502 (the "Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). This Agreement is binding upon execution of the named Parties as of the last date signed by the Parties ("Effective Date").

1. **Services.** This Agreement applies to the supply, installation, management, operation, and maintenance of equipment and services at Premises Provider locations, whether existing, newly installed, or renovated ("Facilities") as listed and described in each of the attached Service Schedules (collectively, the "Services"). Each Service listed in the Service Schedules contains specific terms and conditions which shall be incorporated by reference into this Agreement. The Service Schedules indicated below are incorporated into this Agreement:
  - Inmate Telephone Services
  - Enhanced Services – Flex Units
2. **Service Schedules.** Any Affiliate may provide services in its own name under a Service Schedule and such Service Schedule will be considered a separate, but associated, contract incorporating this Agreement and the Terms and Conditions; provided, however, that Company shall be responsible for its Affiliates' performance pursuant to its applicable Service Schedule. The Affiliate listed in a specific Service Schedule is only responsible for the performance of the Services set forth in that Service Schedule, and is not responsible for performance of any other Affiliate's obligations under the Agreement or any other Service Schedule.
3. **Term.** This Agreement shall be in effect for five (5) years, commencing from the Effective Date ("Term"), with two (2) additional one (1) year extension years (each a "Renewal Term").
4. **Entire Agreement.** This Agreement consists of the attached Terms and Conditions, all Service Schedules appended hereto, and the Company's international, interstate, and intrastate tariffs and published rates, terms, and conditions (collectively, "Tariffs") that may govern the Services, which are incorporated by reference into the Agreement. This Agreement constitutes the entire agreement between Premises Provider and the Company, and supersedes all other agreements between the Parties pertaining to the subject matter hereof. Company may modify the Tariffs and/or required website disclosures from time to time, and any modification will be binding on the Parties upon the effective date of such revision. If a conflict arises, the order of precedence is: (i) Tariffs and or website disclosures to the extent they are required to take precedence by law; and (ii) this Agreement. In the event of a conflict or inconsistency between the terms set forth in the Agreement including the Terms and Conditions and a Service Schedule, the terms of the Service Schedule shall control.
5. **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 shall be delivered personally or by a recognized commercial overnight mail carrier to the respective Parties to the addresses below. Notices, including notice of change of contact information, shall be effective upon delivery.

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

**To Premises Provider:**  
Genesee County Sheriff's Office  
1002 S. Saginaw Street  
Flint, MI 48502  
Phone: XXXXX  
ATTN: Jason Gould, Captain

6. 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**

Global Tel\*Link Corporation  
on behalf of itself and its affiliates

\_\_\_\_\_  
Signature

Name: Jeffrey B. Haidinger  
Title: President and Chief of Business Solutions  
Date:

**Premises Provider**

Genesee County Sheriff's Office

  
Signature

Name: ROBERT J. PICKELL  
Title: SHERIFF  
Date: 8/13/18

## Terms and Conditions

The following Terms and Conditions shall apply to the provision and use of Services provided by the Company pursuant to this Agreement.

1. **Title.** Except as specifically indicated in a Service Schedule, title to all equipment provided under this Agreement ("Equipment") shall be and at all times remain in the Company. Except as specifically indicated in a Service Schedule, 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 Premises Provider a non-exclusive, non-transferable, license to use the IP solely for accessing the Services supplied by Company in the manner contemplated by this Agreement. Premises 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 to 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.

2. **Relocation.** Equipment shall not be disconnected or moved by Premises Provider from the location in which it is installed. By written agreement of the Parties, installed Equipment may be relocated by the Company.

3. **Further Assurances.** Premises 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, Premises Provider agrees:

(a) To reasonably protect the Equipment against willful abuse and promptly report any damage, Service failure or hazardous conditions to the Company. Premises Provider shall not, and shall not, allow any third party to tamper with or otherwise modify the Services or equipment supplied by Company under this Agreement or associated software, or connect the equipment or Services or associated software to any hardware or software that is not provided by 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, including 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 Services contemplated herein at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations.

(d) To 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 shall have the exclusive right to provide the Services at Premises Provider Facilities under this Agreement, which includes all Services set forth in the attached Service Schedules, and those other inmate communication, educational or entertainment products and services sought by Premises Provider during the term of the Agreement, whether the products or services are for inmates located at Premises Provider facilities or at third-party facilities, provided, however, that the Company may elect to not exercise this exclusive right.

(e) To provide Company with the exclusive right to provide Premises Provider the Services under this Agreement for the period after its termination if Company matches the material financial and service terms and conditions of a bona fide offer of any third party to provide the Services, or any portion thereof, that Premises Provider is prepared to accept ("Third-Party Offer"). Premises Provider shall provide Company with the terms of such Third-Party Offer in writing and no less than ten (10) business days for the Company to exercise its rights herein. Upon exercise of this right by Company, this Agreement shall renew with the modified financial and service terms and conditions for the term contemplated in the Third-Party Offer ("Extended Term").

4. **Confidentiality.** 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 all or 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 shall 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).

**6. Limitation of Liability.**

(a) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE SERVICES SUPPLIED UNDER THIS AGREEMENT 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. COMPANY DOES NOT WARRANT THAT SERVICES SHALL BE UNINTERRUPTED, ERROR FREE, OR THAT ALL ERRORS MAY BE CORRECTED. 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 SERVICES, 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.

(b) Monitoring and Recording. Premises Provider agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control any recording or monitoring capabilities by Premises Provider, 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 this 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 shall be solely responsible for any liability, costs and expenses 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. Premises Provider acknowledges that all call

detail records ("DRs") and call recordings contained in the inmate telephone system equipment Company to Premises Provider are the exclusive property of the Premises 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.

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

**8. 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 the breaching Party, 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 liability.

**9. Governing Law.** To the maximum extent permitted by applicable law, the provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Michigan, without regard to principles of conflicts of law.

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

**11. 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.

12. **Solicitation.** The Premises Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premises Provider to solicit or secure this Agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premises Provider agrees, in the event of an allegation of substance (the determination of which shall be solely made by the Company) that there has been a violation hereof, Premises Provider shall 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.

13. **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 Agreement 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, riots, supply chain delays, 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.

14. **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 shall survive the expiration or earlier termination of the Agreement, and neither Party shall 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.

15. **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.

16. **Severability.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of the Agreement. If any provision of this Agreement is found to be illegal, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

17. **No Waiver.** No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. Failure to enforce any right under this Agreement shall not be deemed a waiver of future enforcement of that or any other right.

18. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give to any other person or entity any legal or equitable rights hereunder.

19. **Taxes and Fees.** Payment of any taxes or fees levied upon or as a result of this Agreement, or the Services delivered pursuant hereto, shall be the obligation of Company. Taxes and fees include all sales, use, gross receipts, excise and other local, state and federal taxes, fees, charges and surcharges.

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

21. **Interpretation.** The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

22. **Authority.** Each Party warrants and represents that the Party has the unrestricted right and requisite authority to enter into, deliver and perform under this Agreement.

## Inmate Telephone Service Schedule

This Service Schedule applies only to inmate telephone service ("ITS"). Where "Company" is used in this Service Schedule, it shall mean Global Tel\*Link Corporation. Additional terms and conditions applicable to ITS are set forth in Tariffs or on Company's website, which may be modified from time to time.

### 1. Equipment and Features.

<b>Telephones and Workstations</b>		
Workstations	Inmate Phones	Platform
n/a	82 and 2 TTY/TDD portable units	ICMv

<b>GTL Base Features</b>
365 Day On-Line Recording Storage
Password Protected Web based User Interface
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
Number Management
Blocked Access to Toll-Free Numbers
PREA Support
24X7 Technical Support
Collect, Prepaid, and Optional Debt Calling
Hot Alert
Audit Tools
TDD/TTY Capability
Call Prompts in English and Spanish
<b>GTL Additional Features</b>
Voice IQ Initial
Virtual Receptionist
One (1) Ferromagnetic cell phone CellSense
Call IQ Basic
Call IQ Advanced
Called Party IQ

The term "equipment" in this Service Schedule includes the items listed in this Section I of this Schedule and 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 Company are installed at the Facility owned or controlled by Premises Provider or any of its agencies or affiliates, such property shall remain in all respects that of Company. 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. Company shall not exercise such a right of removal or relocation unreasonably. Company shall notify Premises Provider in writing of its intention to remove or relocate equipment prior to such action. Upon removal of equipment by the Company, Company shall restore said premises to its original condition, ordinary wear and tear excepted; however, 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. Premises Provider may not make alterations or attachments to the Equipment provided under this Agreement, unless otherwise mutually agreed upon by the Parties.

### 2. Inmate Telephone Services.

Company shall be responsible for: (a) furnishing, installing, repairing and servicing the equipment listed above; (b) the establishment (if and to the extent required of Company by law) and compliance with all Tariffs and rules, regulations, orders and policies of federal and state regulatory authorities applicable to the automated inmate telephone system Services provided by Company; (c) the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; (d) the processing of all telephone call records; (e) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (f) the handling of all billing and other inquiries, fraud control, and all other Services essential to the performance of Company's obligations under this Agreement. Company reserves the right to control unbillables, bad debt and fraud.

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

Company 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.

### **3. Compensation.**

Remuneration shall be Fifteen Thousand Dollars (\$15,000) per month. 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.

In addition to the Monthly commission payment, Company shall pay an annual technology grant of \$60,000 which shall be paid within thirty (30) days of the Effective date of this Agreement, and annually thereafter within thirty days of the anniversary of the Effective Date.

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.

**Genesee County Sheriff's Office  
1002 S. Saginaw Street  
Flint, MI 48502  
Phone: XXXXX  
Attn: Jason Gould, Captain**

### **4. Rates and Charges for Inmate Telephone Services.** The per-minute-of-use call rate shall not exceed the maximum rates authorized by the state's telecommunication regulatory authority ("PUC") and the Federal Communications Commission ("FCC").

- a) Interstate ITS calls made using a collect format: \$0.25 per minute of use.
- b) Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.21 per minute of use.
- c) Local and Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.25 per minute of use.
- d) International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: Rates published on the Company website.

No per call, per connection, or flat-rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls. The rates charged are exclusive of taxes, and other amounts collected by Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory

programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs.

**5. Transaction Fees for Inmate Telephone Services.** Company may charge certain Transaction Fees in accordance with the following amounts:

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

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

**7. Additional Terms**

- a. **Monitoring and Recording.** Premises Provider agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control any telephone recording or monitoring by Premises Provider, 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 telephone monitoring and recording capabilities supplied through this 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 shall be solely responsible for any liability, costs and expenses 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. Premises Provider acknowledges that all call detail records ("DRs") and call recordings contained in the inmate telephone system equipment Company to Premises Provider are the exclusive property of the Premises 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.
- 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 Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, 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.



**Service Schedule  
Enhanced Services –Flex Kiosks**

1. **Applicability.** This Service Schedule applies only to services provided for use on the Flex Kiosk (as defined below). Where “Company” is used in this Service Schedule, it shall mean GTL Enhanced Services, LLC.

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

“Enhanced Services” means enhanced communication, information services, educational, and entertainment products further listed below.

“Flex Kiosk” means wall mounted units used to deploy Enhanced Services.

“Video Visitation Service or System” (“VVS”) means an Enhanced Service that permits face-to-face visits, on-site video visits, or remote video visits using a platform to facilitate inmate communications with family, friends, and attorneys.

3. **Deployment Locations.** Flex Kiosks will be deployed at the locations listed in the table below, as may be altered by agreement of the parties (individually “Location” and collectively “Locations”). Company reserves the right to terminate Flex Kiosk 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 Flex Kiosk Service at such Location.

Location	Location Description	# of Flex Kiosks
Genesee County Sheriff's Office 1002 S. Saginaw Street Flint, MI 48502	Genesee County Sheriff's Office	30

4. **Company Provided Equipment, Services and Cabling.** Company will supply and install equipment, hardware, circuits to deploy Enhanced Services at the Locations at no cost to Premises Provider. Premises Provider will supply and install all required wiring and cabling in accordance with Company specifications. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Upon termination of Enhanced Services in any Location(s), Premises Provider will provide Company a reasonable opportunity to collect all Flex Kiosks and associated equipment and hardware (except cabling).

a. **Video Visitation Services.** Company shall be responsible for: (i) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (ii) the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of Company's obligations hereunder. Company reserves the right to control unbillables, bad debt and fraud. Premises Provider and Company shall use best efforts to promote video visitation, including: (1) make video visitation available for at least 12 hours a day every day, without inmate session limitations except in connection with disciplinary action; (2) allow Company to promote the use of video visitation through, among others, the distribution of promotional

material at Premises Provider Facility locations, IVR recordings, the Web, and press releases; (3) allow Company to have promotional pricing to make video visitation an attractive alternative.

- b. **VVS Software.** Company shall deploy a hosted application server in Company video visitation data center. Company's VVS software provides the following functionalities for visitation scheduling: (i) unlimited number of user licenses for scheduling software; (ii) facility registration and scheduling; (iii) public web-based registration and scheduling; (iv) multilingual web interface (English, Spanish); and (v) professional web-based registration and scheduling. The VVS software allows Premises Provider to (1) manage public and professional visits; (2) manage non-contact and contact visits; (3) manage on premises video visitation and remote video visitation; (4) establish set schedules for non-contact visits, contact visits, on premises video visits, and remote video visits; (5) have officer check in for all on premises visits; and (6) have officer video check-in prior to remote video visitation start. Premises Provider may configure the VVS software for staff access privileges, visitation restrictions for inmates and visitors, and scheduling and conflicts. The VVS software may be integrated with Premises Provider's Jail Management System (or "JMS") for one-way data transfers; provided, however, Company shall not be responsible for any charges that may be assessed for the interface or its maintenance by Premises Provider's JMS provider. Premises Provider may use the VVS software for live monitoring and recording with sixty (60) day recording storage, and may create certain data reports based on the data available via the VVS software.

5. **Support and Maintenance.** Company will provide all support and maintenance services for the Flex Kiosks, subject to the limitations described herein. Company will respond promptly to all support requests. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Flex Kiosks will not be available while being repaired or maintained. 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 the Flex Kiosks, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. **Flex Kiosks Enhanced Services.** Company will supply the number of Flex Kiosks set forth in Section 3.

- a. **Inmate Flex Kiosks Enhanced Services.** Company will provide the following Enhanced Services through the Inmate Flex Kiosks.
- i. **Voice Communication.** Outbound voice communications that include the security features and functionality of the inmate telephone service ("TTS") platform.
  - ii. **Video Visitation Service.** Video Visitation Service that permits on-site video visits, or remote video visits using a platform to facilitate inmate communications with family, friends, and attorneys.

iii. Inmate Messaging Services. Two-way messaging that permits monitored electronic messaging between inmates and their families and friends.

iv. VRS. Video Relay Service for the deaf or hearing impaired inmates who use American Sign Language (ASL) to communicate.

b. Visitor Flex Kiosks. Company will provide Video Visitation Service that permits on-site video visits between inmates and visitors.

**7. Enhanced Services Rates**. Company may apply and collect the following charges on the use of the Flex Kiosks; provided, however, Company may in its discretion change any pricing other than pricing for voice communication. Taxes, and regulatory and other mandated fees may also apply.

c. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.

d. On-Premises video visits shall not incur a charge. Remote video visits shall be charged in accordance with the table below. There are no refunds for unused minutes.

<b>Visit Duration</b>	<b>Charge to Visiting Party</b>
25 Minutes	\$10.00

e. Messaging: \$0.25 per Message Credit (photo and video attachment are only available for inmate friends and family).

- 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

**8. Commissions**. Company shall pay Premises Provider a commission every month equal to twenty percent (20%) of gross payments collected for revenue generating video visits ("Video Revenue"). Video Revenue does not include taxes, fees and other charges collected on behalf of Local, State, Federal or other governmental agencies. Commission payments shall be completed monthly, and all commission payments shall be final and binding upon Premises Provider unless written objection is received by Company within sixty (60) days of receipt of commission payment by Premises Provider.

#### **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 Flex Kiosks, including monitor and record video communication and read electronic messaging sent

through the Flex Kiosks. 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 Flex Kiosks, 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.

- 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 Flex Kiosks, 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 Flex Kiosks, 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. **Early Termination.** If Premises Provider terminates the Agreement before the expiration of term during which the Enhanced Services were deployed, for any reason other than breach by Company, Premises Provider will pay Company within thirty (30) days following termination the Company's its capital and related expenditures in connection with deployment of Enhanced Services, less a pro rata amount to account for the period completed under the term.

**12. Limitation of Liability.**

COMPANY AND ITS AFFILIATES AND SUPPLIERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF THE FLEX KIOSK UNITS, OR OTHER ACCESSORIES. 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 VIDEO VISITATION UNITS, 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, THE FLEX KIOSK UNITS 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 FLEX KIOSK UNITS. COMPANY DOES NOT WARRANT THAT THE FLEX KIOSKS WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF THE FLEX KIOSKS WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH THE FLEX KIOSKS.

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 FLEX KIOSKS, 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.