

### AMENDMENT #3 TO INMATE TELEPHONE SERVICE AGREEMENT

This Amendment # 3 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain **INMATE TELEPHONE SERVICE AGREEMENT**, dated July 6, 2009, as amended from time to time (the "Agreement"), by and between **Global Tel\*Link Corporation** with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company") and **San Benito County Sheriff's Office**, with an address of 710 Flynn Road, Hollister, California 95023 ("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 have agreed to amend the Agreement in order, among other things, extend the term, 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. Section 1 (Term) of the Agreement is hereby deleted in its entirety and replaced with the following:

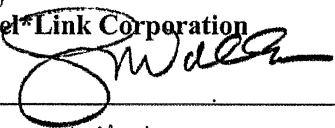
"This Agreement shall continue in effect through July 25, 2023 (the "Current Term") and automatically renew for two (2) additional one (1) year terms ("Renewal Term") unless either Party notifies the other Party in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the Current Term or the Renewal Term."
2. As soon as reasonably practicable following the Effective Date, Company shall replace and upgrade certain equipment and systems as follows:
  - a. Premises Provider has requested, and Company has agreed to provide, tablet hardware and services in accordance with the attached Enhanced Services – IP-Enabled Tablets Service Schedule.
  - b. Company shall install one (1) Inmate Telephone (1) ADA Compliant Inmate Telephone, (1) Fixed Mount Inmate Tablet (1) Fix Mount ADA Compliant Inmate Tablet in each of the two (2) newly constructed housing units in addition to the 8 visitation units in the public visitation room
  - c. Premise Provider has requested, and Company has agreed, to install one (1) Intake Kiosk and one (1) Counter Top Terminal for Self-Release Payments in accordance with the attached Payment Services Service Schedule. These Services will be provided by Company's affiliate, TouchPay Holdings, LLC, a licensed money transmitter.
  - d. Tablet Charging Stations- GTL will provide charging stations in both the current jail and new jail annex.
  - e. GTL will add tablet docking stations to the housing units in the current jail to allow for remote video visitation
3. Except as otherwise provided herein, all terms and conditions contained in the Agreement shall stay 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 herein, the terms and conditions contained herein shall control.

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

**Company**

Global Tel\*Link Corporation

By: 

Name: Jon Walker

Title: EVP Business Development

Date: 6/27/19

**Premises Provider**

San Benito County Sheriff's Office

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

Shirley L. Murphy 7/15/19  
DEPUTY COUNTY COUNSEL / DATE

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

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

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

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

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

"IP-Enabled Tablets" (or "Tablets") means a tablet device capable of allowing access to Enhanced Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually "Location" and collectively "Locations"). Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s).

Location	Location Description
710 Flynn Road, Hollister, CA 95024	San Benito County Jail
701 Flynn Road Hollister CA	Newly Constructed Housing Unit 1
701 Flynn Road Hollister CA	Newly Constructed Housing Unit 2
701 Flynn Road Hollister, CA	Public Visitation Room

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

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

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times. The Premises Provider will permit Company authorized personnel access upon clearance by the County and escort availability to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. **Tablets.** Tablets shall at all times remain the sole and exclusive property of Company. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install Tablet charging enclosures (individually "Station" and collectively "Stations") at locations agreed upon by the Parties. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

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

- i. **Inmate Content Access.** Company will make available access to certain content through the Tablets, including music, games, electronic messaging, eBooks ("Content Access"). Company reserves the right to add, alter or discontinue access to any content.
- ii. **Video Visitation.** Remote video visitation through Provider's VisitNow video visitation application with sixty (60) days online recording storage.
- iii. **Voice Communication.** Company will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service ("ITS") platform supplied by Company. Headsets equipped with a microphone will be required.

- iv. Inmate Accounts. Paid Tablet access may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends (individually "Inmate Account" and collectively "Inmate Accounts"). Inmates fund the Inmate Account by transferring monies from their trust account. Inmate friends and Family fund an inmate's Inmate Account by deposits made through Company consumer channels. Transaction Fees may apply. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate's release. Inmate friends and family deposits are final.

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

c. Premises Provider Obligations. A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz and 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; and (iv) access to no less than 80% of its inmate to paid access subject to the payment by the inmate of access fees listed herein. In addition, Premises Provider must: (1) distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts ; (5) allow inmate family and friends to make deposits into Inmate Accounts ; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; and (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time. Premise Provider will not, and will not allow any third-party to, tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

7. Enhanced Services and Accessories Rates. Company may apply the following charges on Enhanced Services and the use of the Tablets; provided, however, Company may in its discretion change any pricing. Taxes, and regulatory and other mandated fees may also apply.

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

8. Tablet Commissions. Company will pay Premises Provider a commission as follows. Commission on revenue from voice communications completed using the Tablets will be paid in accordance with the terms of the Agreement governing Inmate Telephone Services. Company will pay monthly a sum equal to twenty five percent (25%) of gross revenue received from the per minute rate charged to inmates for Paid Access to Tablets ("Access Revenue") contingent upon a minimum of eighty percent (80%) of Premises Provider's inmates having reasonable access to the Tablets. Company will also pay Premises Provider monthly a sum equal to twenty percent (20%) of the gross revenue received from billable video visitation services sessions, including Provider's VisitNow video visitation services. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premises Provider.

## 9. Additional Terms

- a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record communication made through the Tablets, and monitor content streamed on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and

compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider will be solely responsible for any liability relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline.

- b. **Exclusivity 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.

## Payment Services Service Schedule

This **Service Schedule** applies only to the Payment Services described herein ("Services"), and details the pricing, fees, services, and responsibilities of Company and Premises Provider related to the Services in this Service Schedule. Where "Company" is used in this Service Schedule, it shall mean TouchPay Holdings, LLC d/b/a GTL Financial Services.

**I. SERVICES.** Company shall provide the following Services to the Premises Provider:

- One Intake Kiosk
- One Card Swipe Terminal
- Self-Release Services

Company shall receive fees from the senders for the Services ("Fees") according to the pricing as set forth below (the "Transaction Pricing").

**Intake Kiosk.** This service allows a booking officer to deposit any funds found on the person of an offender upon arrest into an Intake Kiosk (Inmate Property). The funds are then deposited to an account held in trust by Premises Provider on behalf of such inmate while serving his or her sentence. Each Intake Kiosk supplied will accept currency, both cash and coinage for receiving of the Inmate Property.

- For each Intake transaction of Inmate Property, Company may charge the Premises Provider a fee of \$3.00 or as follows: For Premises Provider, as long as Premises Provider agrees not to accept cash at the cashiering windows, unless necessary to due to a kiosk or electrical outage, the Intake Transaction is provided at NO COST.

**Self-Release.** This Service allows a sender to deposit funds using cash, credit or debit card into a proprietary Kiosk, Web, or via Card Swipe Terminal which must be executed by Premises Provider as "Recipient" using cash or a debit card for exclusive use in posting bail.

For cash, credit/debit card and ACH transactions for Self-Release Deposits, Company will charge the sender a base fee as follows:

Deposit Amount	Lobby Kiosks (cash)	Lobby Kiosks (card)	Telephone (IVR), Web or Countertop Terminal
\$0.00 to \$100.00	\$5.00	\$5.00	\$5.00
\$100.01 to \$9,999.00 (including fees)	\$5.00 base plus an additional \$5.00 per \$100 deposited.	\$10.00	\$10.00

For each credit/debit card transaction, Company will charge the sender the base fee of \$5.00 per hundred plus 6.5% of the face amount of each transaction.

## **II. PAYMENT SERVICES TERMS AND CONDITIONS**

1. **Remittance.** For all deposit and payment services designated in this Schedule, Company agrees to transfer all fund amounts, less Fees, including all cash and all approved credit/debit payments, into the appropriate Premises Provider accounts in the designated system. Company will initiate an Automated Clearing House ("ACH") credit to Premises Provider's designated bank account within forty-eight (48) hours after the deposits are authorized and accepted by Company. The sender's destination account will reflect the deposited amount promptly after the deposit is authorized and accepted by Company.

2. **Compliance with Applicable Law.** Company is a licensed "money transmitter" under applicable state laws. Premises Provider will reasonably cooperate with Company to ensure that Company complies with all state laws and regulations applicable to "money transmitters" (the "Money Transmitter Laws"). If Premises Provider is unable or unwilling to comply with the requirements of Company that allow Company to be in compliance with the Money Transmitter Laws, Company may, at its option, immediately terminate the provision of Services without penalty until such non-compliance is remedied.
3. **Systems Interface.** Company and Premises Provider will establish a systems interface that allows for processing of payments directly between the proprietary systems of Premises Provider and Company. Premises Provider and Company shall each bear their own costs to affect the systems interface and confidentiality provisions contained in this Agreement shall apply.
4. **Payment Types and Business Rules.** Premises Provider will provide Company with a list of payment types, the payment amount for each transaction type, and the payment limits for each transaction type. Company will use its default parameters unless Premises Provider specifies unique requirements.
5. **Kiosk.** Prior to the installation of any hardware that may be necessary for Services, Premises Provider shall provide Company with information regarding the location on Premises Provider where the Kiosk shall be located. Premises Provider shall prepare the site for the Kiosk, according to Company's reasonable instructions. Power to the Kiosk is the Premises Provider's sole responsibility. Company will be responsible for all ongoing cash management and repair of Kiosks.
6. **Promotion.** Company and Premises Provider shall work together to promote the Services. Premises Provider agrees to make its Senders aware of the Services through its website and other mutually agreeable means of advertising. Company will be allowed to distribute marketing material and promotional material to Premises Provider as well as provide a reference link from Premises Provider's website to the URL designated by Company for the sole purpose of promoting the Services.
7. **Title.** Title to all hardware provided by Company for the purpose of providing the Services shall remain solely that of Company. Within 30 days of the termination of this Agreement or within 30 days of receiving notice from Premises Provider of a termination of this agreement, Company shall, at its own expense, remove all of its hardware from Premises Provider premises.
8. **Reporting.** Company will provide Premises Provider with online access to certain transaction information. To the extent such information is provided through password protected access, Premises Provider agrees to keep all user and password information confidential and protect against unauthorized use. Premises Provider will indemnify and hold Company harmless from any lawsuits, claims or other damages resulting from unauthorized use of transaction information that results in whole or in part from the acts or omissions of employees, agents or Companies of Premises Provider.
9. **Release Card.** Company agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer. Premises Provider agrees to store all card inventories in a limited access, locked room and all stock must be stored in a secured vault "Safe". Premises Provider must maintain the card log provided by Company and must audit the log monthly for compliance. Premises Provider must provide a copy of the log to card issuer within 5 business days upon request.
10. **Money Transmitter Laws.** Premises Provider agrees to the following procedures:
  - a) For transaction greater than \$3,000 (\$1,000 in AZ, NM, OK) – Company will collect additional information as required by law and no transactions will be accepted unless the information is collected.
  - b) For transaction greater than \$10,000 – Company is required to obtain a signed CTR (Currency Transaction Report) from the Sender. No transactions will be accepted unless the signed CTR is received.
  - c) If Company encounters suspicious activity, Premises Provider agrees to provide support and information for reporting such transactions to FinCEN (Financial Crimes Enforcement Network operated by the US Treasury).
11. **Overpayments/Underpayments.** Company will transmit all payments made through the Service (net of Company Fees) to the Customer. Company is not responsible for collecting any additional funds due to the Customer. All refunds will be conducted through the Customer's established refund process.

## AMENDMENT # 2 TO INMATE TELEPHONE SERVICE 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 SERVICE AGREEMENT**, dated July 6, 2009, as amended from time to time (the "Agreement"), by and between **Global Tel\*Link Corporation** with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and **San Benito County Sheriff's Office**, with an address of 2301 Technology Parkway, Hollister, California 95023 ("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 have agreed to amend the Agreement in order to, among other things, extend the term, 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. By no later than the beginning of the second full commission cycle after the Effective Date, the rate for Intrastate Inmate Telephone Services ("ITS") calls, whether made using a collect, debit, prepaid or AdvancePay format, will be increased to \$0.30 per minute of use. The rate charged is 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.
2. Effective from the date the ITS intrastate call rates are revised by this Amendment, the commission payable to the Premises Provider under the Agreement shall be increased to eight cents (\$0.08) per minute on completed billable intrastate inmate telephone calls using the ITS. For the avoidance of doubt, there shall be no commission payable by the Company on any Interstate ITS calls.
3. Section 1 (Term) of the Agreement is hereby deleted in its entirety and replaced with the following:

"This Agreement shall continue in effect through July 25, 2021 (the "Current Term") and automatically renew for two (2) additional one (1) year terms ("Renewal Term") unless either Party notifies the other Party in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the Current Term or the Renewal Term."
4. As soon as reasonably practicable following the Effective Date, Company shall replace and upgrade certain equipment and systems as follows:
  - a. Replace 17 inmate telephones with new Wintel Swivel telephones;
  - b. Replace 12 visitation telephones with new visitation telephones;
  - c. Upgrade the inmate telephone platform to the ICMv inmate telephone platform, with 365 days of online recording, and kill switch that can be used by Premises Provider to terminate inmate telephone calls; and




- d. Have 6 inmate telephones replaced with an equal number of GTL Flex Units enabled for inmate telephone calls and inmate messaging, which will be subject to those charges inmate messaging listed in the attached Exhibit A.
5. As soon as reasonably practicable following the date Premises Provider completes construction of two new housing units, Company will install one (1) inmate telephone in each of the two new housing units. Premises Provider will also receive those additional services described in the attached Exhibit A.


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

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

**Company**  
**Global Tel\*Link Corporation**

By:   
Name: Jeffrey B. Haidinger  
Title: President & Chief of Business Solutions  
Date: 11/3/17

**Premises Provider**  
**San Benito County Sheriff's Office**

By:   
Name: Darren Thompson  
Title: Sheriff-Coroner  
Date: 11/29/2017

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL  
Shirley L. Murphy 11/13/17  
DEPUTY COUNTY COUNSEL DATE

**EXHIBIT A**  
**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
	Newly Constructed Housing Unit 1	3
	Newly Constructed Housing Unit 2	3
	Extension of Jail	8 (family and friends visitation units)

In addition to the Flex Kiosks listed above, Company will supply one (1) mobile video relay service unit.

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 ("ITS") 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.

Visit Duration	Charge to Visiting Party
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.

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 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. 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 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.

**10. 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.

## AMENDMENT # 1 TO INMATE TELEPHONE SERVICE AGREEMENT

This Amendment # 1 ("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 SERVICE AGREEMENT**, dated July 6, 2009, as amended from time to time (the "Agreement"), by and between **Global Tel\*Link Corporation** with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and **San Benito County Sheriff's Department**, with an address of 451 Fourth Street, Hollister, California 95023 ("Premise Provider") (Company and Premise Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

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

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

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

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

**Inmate Telephone Services.**

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

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

Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$ 0.24 per minute of use.

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

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

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

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

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

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

2. Effective from the date the ITS call rates and charges, and Transaction Fees are revised by this Amendment, the commission payable to the Premise Provider under the Agreement shall be two cents (\$0.02) per minute on completed billable intrastate inmate telephone calls using the ITS, and shall be paid within forty-five (45) days following the month in which the call took place. The foregoing commission shall be paid on a one-time basis for each completed billable intrastate inmate call, and shall replace any and all commissions or other monies payable under the Agreement by Company to the Premise Provider, or to any fund or third party designated by Premise Provider. For the avoidance of doubt, there shall be no commission payable by the Company on any Interstate ITS calls.
3. Section 1 (Term) of the Agreement is hereby deleted in its entirety and replaced with the following:

“This Agreement shall continue in effect through July 25, 2018 (the “Current Term”) and automatically renew for two (2) additional one (1) year terms (“Renewal Term”) unless either Party notifies the other Party in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the Current Term or the Renewal Term.”
4. As soon as reasonably practicable following the Effective Date, Company shall provide its Visitation Scheduling software for scheduling inmate visits. Company shall maintain the Visitation Scheduling software for the duration of the Agreement.
5. As soon as reasonably practicable following the Effective Date, Company will add a prepaid calling option to comply with the Federal Communication Commission new rule §64.6100(a), which requires Company to offer consumers an option to use prepaid calling without a minimum balance requirement. This new option, AdvancePay One Call or APOC permits the consumer to use prepaid calling at the per-minute-of-use rate for the prepaid call. Consumers using an Automated Payment method (§64.6020(b)(1)) to make an APOC may be charged up to three Dollars (\$3.00) per use.
6. The following Section 24 is hereby added to the Agreement:

“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.”
7. The following Section 25 is hereby added to the Agreement:

“Service Schedules. Any Affiliate may provide services in its own name, as set forth in a service schedule attached to the Agreement (“Service Schedule”), and such Service Schedule shall be considered a separate, but associated, contract incorporating this Agreement; provided, however, Company shall be responsible for its Affiliates’ performance pursuant to such Service Schedule. For purposes of this Agreement, the term “Affiliate” means any entity that controls, is controlled by or is under common control with Company.”

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

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

**Company**

**Global Tel\*Link Corporation**

By: [Signature]

Name: Jeffrey B. Haidinger

Title: President and COO

Date: 6/16/16

**Premise Provider**

**San Benito County Sheriff's Department**

By: [Signature]

Name: Darren Thompson

Title: Sheriff-Coroner

Date: 06/14/2016

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

Matthew Granger 6-9-2016  
COUNTY COUNSEL DATE



## GLOBAL TEL\*LINK CORPORATION

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

### INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel\*Link Corporation, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 ("Company") and San Benito County Sheriff's Department, with an address at 451 Fourth Street, Hollister, CA 95023 ("Premise Provider").

**1. Term.** This Agreement shall be in effect for five (5) years, commencing from the date that is thirty (30) days prior to the date on the first commission check issued pursuant to this Agreement. 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 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: 710 Flynn Road, Hollister, CA 95024 (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.

**4. Compensation.** Remuneration shall be Fifty-One percent (51%) 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) billing recovery 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.

San Benito County Sheriff's Department  
451 Fourth Street  
Hollister, CA 95023  
Attn: Sheriff Curtis Hill

**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.** 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.

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 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 applicable 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. 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 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.

**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:**

**Global Tel\*Link Corporation**

12021 Sunset Hills Road

Suite 100

Reston, Virginia 20190

Phone: (703) 955-3915

Fax: (703) 435-0980

**ATTN: Dorothy E. Cukier, Esq.**

**To Premise Provider:**

**San Benito County Sheriff's Department**

451 Fourth Street

Hollister, CA 95023

Phone: (831) 636-4080

Fax:

**ATTN: Sheriff Curtis Hill**

**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 California.

**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 agree 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 San Benito, California, USA or such other site as is mutually agreed to by the parties. 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 San Benito, California, USA or such other site as is mutually agreed to by the parties. 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.

**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.


[Signature Page Follows]

Global Tel\*Link Corporation

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto,  
this 6<sup>th</sup> day of July, 2009.

**Company**

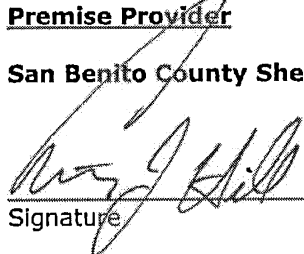
**Global Tel\*Link Corporation**

  
Signature

Name: Jeffrey B. Haldinger  
Title: President, Services

**Premise Provider**

**San Benito County Sheriff's Department**

  
Signature

Name: Curtis Hill  
Title: Sheriff

**APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL**

 6/19/09  
DEPUTY COUNTY COUNSEL      DATE

## Exhibit A

### **Facility Name and Address:**

San Benito County Jail  
710 Flynn Road  
Hollister, CA 95024

### **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**

LazerPhone upgraded platform

Existing phones

180 days recording storage

2 desktop workstations

12 visitation phones with recording



Global Tel\*Link Corporation

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

Curtis J. Hill  
PRINTED NAME

Sheriff-Coroner  
TITLE

(831) 636-4080  
BUSINESS TELEPHONE