

EXHIBIT 21U

You've Got Mail:
The promise of cyber communication in prisons and need for regulation

Telmate Terms of Service

PRISON
POLICY INITIATIVE

Telmate Terms of Service (behind login; retrieved from <https://visit-bri.telmate.com/user/deposit#> Jan. 4, 2016)

Welcome to Telmate!

1. Your Relationship with Telmate

1. Services. Your use of Telmate's products, software, services and web sites (referred to collectively in this document as the "Services" and excluding any services provided to you by Telmate under a separate written agreement) is subject to the terms of a legal agreement between you and us. "Telmate" means Telmate LLC, a California Limited Liability Company. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

2. Universal Terms. Unless otherwise agreed to in writing with Telmate, your agreement with Telmate will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms". Universal Terms are accessible for you to read either within, or through your use of, the Service.

3. Additional Terms. Your agreement with Telmate will also include the terms of any legal notices applicable to or within the Services, in addition to the Universal Terms. All of these are referred to as the "Additional Terms". Additional Terms will be displayed or made accessible through use of that Service.

4. Terms. The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and Telmate in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

5. Precedence. If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

2. Accepting the Terms

6. Pre-Condition. In order to use the Services, you must first agree to the Terms. You may not use the Services, or continue using the Services, if you do not accept the Terms.

7. Acceptance. You can accept the Terms either by (a) clicking or touching to accept or agree to the Terms, where this option is made available to you by Telmate in the user interface for any Service; or (b) using the Services, in which case, you understand and agree that Telmate will treat your use of the Services as acceptance of the Terms from that point onwards.

8. Prohibited Person. You may not use the Services and may not accept the Terms if you: (a) are not of legal age or capacity to form a binding contract with Telmate; or (b) are barred from receiving the Services under the laws of the United States, or any individual state or other countries in which you are resident or from which you use the Services.

3. Communicating the Terms

9. Electronic Communication. You agree to the use of electronic communication in order to enter into contracts, place orders, and create other records and to the electronic delivery of notices, policies and changes thereto and records of transactions with Telmate.

10. Postings. You agree that Telmate may provide you with notices, including those regarding changes to the Terms, by postings on the Services. Telmate will endeavor to list "Last Revision Date" on such postings.

11. Courtesy Translation. If Telmate has provided you with a translation of the English language version of the Terms, you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Telmate.

12. Controlling Language. If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4. Provision of the Services by Us

13. Affiliates. Telmate has subsidiaries, partners, vendors and affiliated legal entities around the world (collectively "Affiliates"). Sometimes, these companies may provide all or portions of the Services to you on behalf of Telmate itself. You acknowledge and agree that Affiliates will be entitled to provide these Services to you.

14. Services Innovation. Telmate is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Telmate and its Affiliates provide may change from time to time without prior notice to you.

15. Scope of Service. As part of this continuing innovation, you acknowledge and agree that Telmate may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Telmate's sole discretion, without prior notice to you. You may also, at your discretion, stop using the Services at any time.

16. Maintenance. From time to time, Telmate may perform maintenance on or upgrade to the Software (defined below) or other Services, or the underlying infrastructure that enables you to use the Software and other Services. This may require Telmate to temporarily suspend or limit your use of some or all of the Services until such time as this maintenance and/or upgrade can be completed. Unless an intervention is urgently required, Telmate will try to publish notice of any significant suspension or limitation in advance. You will not be entitled to damages for any suspension or limitation of the use of any Services whether Telmate provided specific advanced notice or not.

17. Updates. The Software (defined below) which you use to engage the Services may automatically download and install updates from time to time from Telmate or require you to update Flash® or other supporting software. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and/or completely new versions. You agree to receive or perform such

updates (and permit Telmate to deliver these to you) as part of your use of the Services.

18. Disabled Access. You acknowledge and agree that if Telmate disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account, although such may remain available and accessible to others. Content from disabled accounts is not ordinarily available to other users, aside from law enforcement and Telmate agents. Accounts, or individual features, functionalities or connections within accounts, may be disabled in whole or in part by Telmate and/or agents of law enforcement as permitted by law.

19. Data Limits. You acknowledge and agree that while Telmate may not currently have a fixed upper limit on the number of transmissions you may send or receive through the Services, or on the amount of access time or storage space used for the provision of any Service, such upper limits may be set by Telmate at any time, at Telmate's discretion.

5. License from Telmate

20. Grant. Telmate gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Telmate as part of the Services as provided to you by Telmate (referred to herein as the "Software"). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Telmate, in the manner permitted by the Terms.

21. Limitations. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Telmate, in writing.

22. Non-Transferrable. Unless Telmate has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

6. Use of the Services by You

23. Accurate Information. In order to access certain Services, you may be required to provide personal or financial information about yourself (such as identification, image or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration or other such information you give to Telmate will always be accurate, correct and up to date, and to update it promptly as necessary.

24. Representative Account. You will not create an account for anyone other than yourself, and will not create more than one personal profile for yourself. If Telmate disables your account, you will not create another one without our permission.

25. Lawful Purpose. You agree to use the Services only for purposes that are permitted by both (a) the Terms, and (b) any applicable law, regulation or generally accepted practices or

guidelines in the relevant jurisdictions, including any laws regarding the export of data or software to and from the United States or other relevant countries, (see www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear).

Telmate is making the Services available to you only on the condition that you certify that you are not such a person or entity and that the use or download is not otherwise in violation of US export control and sanctions regulations. In some countries there are restrictions on the download and use of the Services. It is your responsibility to ensure that you are legally allowed to use the Services where you are located.

26. **Passwords.** You agree and understand that you are responsible for maintaining the confidentiality of passwords and other personal identifiers associated with any account you use to access the Services. Accordingly, you agree that you will not share such information with any party other than Telmate and will be solely responsible to Telmate for all activities that occur under your account.

27. **Unauthorized Use.** If you become aware of any unauthorized use of your password or of your account, you agree to notify Telmate customer service immediately at 866-516-0115 or, if applicable to you, your corrections facility staff.

28. **Responsibility for Breach.** You agree that you are solely responsible for (and that Telmate has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Telmate may suffer) of any such breach. Your limited rights to use or access the Services terminate automatically, without notice to you, if you breach any of the Terms.

7. Expressly Prohibited Acts

29. **General Respect.** You are requested and expected to exercise respect when participating in any features of the Service, including without limitation exchange of photos, images or messages, commenting on photos, images or messages, or participating in video visitation.

30. **Method of Access.** You may only use the Services through your own user account. You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Telmate, unless you have been specifically allowed to do so in a separate agreement with Telmate. You specifically agree not to access (or attempt to access) any of the Services through any automated means, including use of scripts, web crawlers, bots robots or scrapers.

31. **Interference.** You agree that you will not engage in any activity that interferes with or disrupts the Services, or the servers and networks which are connected to the Services, or that intercepts, monitors, damages or modifies any communication which is not intended for you. You specifically agree not to or use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage, emulate or disassemble to Services or related communications protocols.

32. **Duplication.** Unless you have been specifically permitted to do so in a separate agreement with Telmate, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose, or collect or harvest any personally identifiable information, including account names, from the Services. You may not market, promote or transfer any user Content

to any venue outside the Telmate Services.

33. Other Rules of Conduct. You agree that you shall not submit, record, demonstrate or display information on or through the Services, or perform any actions that (a) are copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner; (b) cause or are intended to cause embarrassment or distress to any third party; (c) contain a falsehood or misrepresentation, including without limitation impersonating or misrepresenting affiliation with another person or entity; (d) are offensive, unlawful, harmful to minors, obscene, defamatory, libelous, abusive, indecent, threatening, pornographic, harassing, hateful, or racially or ethnically offensive; (e) encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise objectionable; (f) portray or involve nudity, graphic or gratuitous violence; or (g) constitute or create an advertisement or solicitation of business, funds or services.

34. Indirect Breach. You will not facilitate or encourage any violations by others of these prohibited acts or any Terms.

8. Content in the Services

35. Content. You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may post, demonstrate, display, record or have access to as part of, or through your use of, the Services is subject to the Terms. All such information is referred to below as the "Content".

36. Endorsement. Telmate is not the source of, does not have any control over, does not monitor and takes no responsibility for the Content. Telmate does not endorse any user submissions or any opinion, recommendation, or advice expressed therein, and expressly disclaims any and all liability in connection with user submissions.

37. Responsibility. The Content is entirely the responsibility of the person from whom such content originated. You agree that you are solely responsible for (and that Telmate has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Telmate may suffer) by doing so.

38. Intellectual Property. You should be aware that Content presented to you as part of the Services, including but not limited to Content from other users, advertisements in the Services, and sponsored Content within the Services, may be protected by intellectual property rights which are owned by the users, sponsors or advertisers who provide that Content to Telmate (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part), except user Content as permitted herein, unless you have been specifically told that you may do so by Telmate or by the owners of that Content, in a separate agreement.

39. TELMATE OR AGENTS OF LAW ENFORCEMENT MAY USE, RECORD, MODIFY, COPY, VIEW, DISPLAY OR DISTRIBUTE ANY AND ALL SUCH CONTENT AS PERMITTED BY LAW, WITHOUT PROVIDING NOTICE OR COMPENSATION. YOU HEREBY ACKNOWLEDGE YOUR AWARENESS OF, AND CONSENT TO ALL SUCH ACTIVITY.

40. Non-Confidential. Telmate does not guarantee any confidentiality with respect to user Content, whether or not it is published. By using the Services, you agree that any Content that you submit may be transmitted to the recipient of your communication or other users.

41. Removal. Telmate reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service, and/or terminate these Terms and your user account if you use any content that is in breach of these Terms. For some of the Services, Telmate may provide tools to filter out improper content (e.g., explicit sexual content). If Telmate receives any notification or otherwise considers that any Content that you post, upload, edit, host, share and/or publish on or through the Services is inappropriate or infringes any rights of any third party, or if Telmate wishes to remove your Content for any reason whatsoever, Telmate reserves the right to manually or automatically remove such Content for any reason immediately or within such other timescales as may be decided by Telmate. The Content shall be taken down without any admission as to liability and without prejudice to any rights, remedies or defenses, all of which are expressly reserved. You acknowledge and agree that Telmate is under no obligation to return or reload such Content at any time, and you hereby expressly release Telmate from any claims or allegations that may result from such removal.

42. Offensive Content. You understand that by using the Services you may be exposed to Content that you may find offensive, unlawful, indecent, obscene, harmful to minors, or otherwise objectionable and that, in this respect, you use the Services at your own risk.

43. Warranty. In connection with any Content that you submit, you represent and warrant that you (a) own or have the necessary licenses, rights, consents, and permissions to use and authorize Telmate to use all copyrights, trademarks, trade secrets, patents and other intellectual property or proprietary rights in and to any and all such Content in accordance with these Terms; and (b) have the written consent, release and/or permission of each and every identifiable individual person in the Content to use the name and/or likeness of each and every such individual in the Content, to enable inclusion and use thereof in the manner contemplated by these Terms. Except as expressly permitted herein, you may not copy, post or use text, photos, pictures, music, sounds, images or any other content from any third party or source without specific permission from the owner.

9. Content License from You

44. Your Ownership. You retain copyright and any other rights you already hold in Content which you submit, post, display or record on or through the Services.

45. License Grant. By submitting, posting or displaying the Content you give Telmate a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sub-licensable and transferable license of all rights to use, reproduce, adapt, edit, modify, translate, derive, incorporate, record, publish, transmit, publicly perform, publicly display and distribute any Content which you submit, post, display or record on or through the Services, including, without limitation, all trademarks associated therewith, in connection with the Services, including for the purpose of providing, promoting or distributing part or all of the Services, in any and all media now known or hereafter devised.

46. Third Party Services. You agree that this license includes a right for Telmate to make such Content available to other companies, organizations or individuals with whom Telmate has relationships for the provision of syndicated or other services, and to use such Content in connection with the provision of those services.

47. Other Users. You also hereby grant each user of the Services a non-exclusive license to access your Content through the Services and to use, copy, distribute, prepare derivative works of, display, perform and transmit such Content solely as permitted through the functionality of the Services and pursuant to these Terms. In addition, you waive any so-called "moral rights" in and to the Content, to the extent permitted by applicable law.

48. Technical Requirements. You understand that Telmate, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit Telmate to take these actions.

10. Proprietary Rights

49. Our Ownership. You acknowledge and agree that Telmate (or Telmate's licensors or Affiliates) owns all legal right, title and interest in and to the Services and Software, including any intellectual property rights which subsist in the Services or Software (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services and Software may contain information which is designated confidential by Telmate and that you shall not disclose such information without Telmate's prior written consent.

50. Trademarks. Unless you have agreed otherwise in writing with Telmate, nothing in the Terms gives you a right to use any of Telmate's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. Further, unless you have been expressly authorized to do so in writing by Telmate, you agree that in using the Services you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

51. Your Retained Rights. Other than the limited license rights set forth in Sections 8.5 and 9, Telmate acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Telmate, you agree that you are responsible for protecting and enforcing those rights and that Telmate has the right, but no obligation, to do so on your behalf.

52. Proprietary Notices. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

11. Privacy and your Personal Information

53. Privacy Policy. For information about Telmate's data protection practices, please read Telmate's privacy policy at <http://www.telmate.com/privacy>. This policy explains how Telmate treats your personal information, and protects your privacy, when you use the Services.

54. Public Availability. You should be aware that if you voluntarily disclose personal information (e.g., user name, e-mail address) to another user via chat, message, or other method, that information can be collected and used by others and may result in unsolicited messages from other parties. Telmate collects person information that you choose to provide on our Service's registration and other pages.

55. Consent. You agree to the use of your data in accordance with Telmate's privacy policies and to abide by such policy.

56. Control. Subject to access by Telmate and law enforcement as described herein, you can otherwise control with whom your Content is shared and how by adjusting your privacy settings. You once again acknowledge that Telmate and agents of law enforcement shall have access to your Content and all other information about your account (your contacts, registration information, links, settings, etc.), even after such Content and other information may have been deleted or removed by you, and consent to such access. Your information is otherwise only shared with those whom you choose to connect to, and no one else connected to the site.

12. Video Visitation Policy

57. When you schedule a video visit through Telmate, the video kiosk is reserved for that period of time and may not be used by any other inmate/detainee at the facility.

58. If you are unable to attend the visit as originally reserved, please log into your Telmate account and cancel your scheduled visit reservation. Provided you cancel as required below, you will be credited with time that can be used to book a new visit.

59. In order to qualify for a credit of the cost for scheduling the visit, you must notify Telmate, and Telmate must receive the notice of your cancellation, at least 24 hours in advance so another visitor may book that time slot.

60. NO SHOW – Visits that are not cancelled at least 24 hours in advance, or that did not take place because the visitor or the inmate either did not attend or attended late, will not be credited.

61. If your visit is cancelled by the correctional facility staff more than 24 hours in advance, you will receive credit for a future visit reservation. If it is cancelled less than 24 hours prior to your scheduled visit you may be eligible for a credit, but you will need to contact our 24-hour support staff at 866-516-0115 within 2 hours of your schedule visit to verify eligibility and request a credit.

62. If the facility staff canceled the visit due to inappropriate behavior or other rules violation, it will not qualify for a credit.

63. Time lost in any visit that ended early due to system failure or other technical difficulty will be credited for use toward a future visit.

64. If your visit is cancelled because the inmate has been moved for reasons other than those in rule 6 above, and no station is available at the scheduled time, you will get credit toward a future visit.

65. Any visitation credits remaining when an inmate is released will automatically be converted to prepaid phone time and subject to Telmate's prepaid refund policy as noted in Section 14.

13. Subscription Fees and Service Charges

66. Fees. Use of the Services may require the user to pay fees for access. These fees may include monthly subscription fees and/or usage-based fees charged at a "per minute" or "per usage" type of rate. Additional taxes and fees may be assessed for certain actions (such as balance transfers). The fees charged (with the exception of the monthly subscription fees) may be changed at any time based on a variety of factors; however, the current rate will always be made available to you by Telmate in the user interface for any Service. Monthly subscription fees may be changed with thirty (30) days advanced notice to you (by email or posting within the Service) or upon any new or renewed subscription term. Where you purchase Services on a subscription basis, you acknowledge and agree that this is a recurring payment and payments shall be made to Telmate until the subscription for that Service is terminated by you or by Telmate as described herein.

67. Payment Process. Users of Telmate's Services may maintain a balance of funds in their account. When a user accesses a Service that requires a fee, the fees will be withdrawn from the stored account balance. For example, if you reserve a "Remote Visitation", the party making such reservation needs to pay for that Service. Upon confirmation of the reservation, we will deduct the price of the visitation from that individual's account balance. The monthly subscription fee will also be withdrawn from the stored account balance.

68. Fund Replenishment. If you wish to use a function that requires payment (e.g., reserving a kiosk for "Remote Visitation") and have insufficient funds in your account, you will not be able to access that function until you deposit additional funds. These funds can be added in the following ways:

a. Credit Card Payment. A user is allowed to connect up to two credit cards to his Telmate account. These credit cards can be used to automatically refill the balance of an account that has fallen below the five (\$5) dollar minimum. If the account is below this minimum, the user's primary credit card will automatically be debited twenty-five (\$25) dollars, which is instantly deposited into the user's stored account balance. If billing to the primary credit card fails, Telmate will attempt to debit the secondary credit card, if one is on file. If that charge fails, Telmate may email the user, if an email is on file, requesting the user to edit the account's credit card details. By providing credit card detail or using this payment method, you understand and approve Telmate's collection, retention (in encrypted format) and use of your credit card data as necessary herein.

69. Suspension of Pay Services. If a user allows his account balance to drop to one cent or below, the user's account will be suspended, and he will be unable to access any fee-based features within Telmate Services. Once the user makes a deposit, or associates a valid credit card against which the automatic charge works, so long as the account and other information remain readily available to Telmate, his account access and all stored data will be restored.

70. Liability. Any charges (fees) incurred through this Service shall be the sole responsibility of the person who has deposited the cash or been issued the credit card(s) that is associated with the user account. At this time, a Telmate fee may not be paid in any other form than through cash or credit card. At no time during or after a transaction will any fee charged by Telmate be refunded to a person, agency, or department.

71. Account History. You can view a history of charges against your account in the "Account History" section of your profile. If there are any questions about our billing or refund policy please contact customerservice@telmate.com.

14. Refunds

72. Subscription Refunds. The monthly subscription fee, once assessed, is not refundable. If your account is deactivated, new monthly subscription charges will cease within five (5) business days thereafter. However, fees that have already been paid or charged (or any portion thereof) will not be refunded.

73. Service Fee Refunds. Service fees, once assessed, are non-refundable under any circumstance. If the Service ends up not being performed due to activity by the facility in which you are incarcerated unrelated to your own actions or behavior (e.g., power outage, temporary rules change), the facility may, at its discretion, issue you a credit for the Service, such that the same Service may be used at a later time.

74. Balance Refunds. If you close your account with a balance remaining, you may request a refund of such unused balance. You may select from the following refund delivery options: (a) balance transfer to a separate account associated with a connected, verified destination phone number, less taxes and fees; or (b) balance issued to a prepaid calling card, less taxes and fees, useable for calling anywhere in the USA. If the balance exceeds \$50.00 it may be refunded via the original purchase method (credit card deposits to the same credit card, cash deposits will be refunded by check; there is a \$10.00 fee for any issued check).

75. Errors. If you believe that Telmate has charged you for any Service in error, you must contact Telmate within ninety (90) days of such charge. No refunds will be given for any charges which are more than ninety (90) days old. This refund policy does not affect your statutory rights.

15. Ending your Relationship with Telmate

76. General. The Terms will continue to apply until terminated by either you or Telmate as set out below.

77. Termination by You. If you want to terminate your legal agreement with Telmate, you may do so by (a) notifying Telmate at any time and (b) closing your accounts for all of the Services which you use, where Telmate has made this option available to you. Your notice should be sent, in writing, to customerservice@telmate.com.

78. Termination by Us. Telmate may at any time, terminate its legal agreement with you if: (a) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); (b) Telmate is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); (c) the Affiliate with whom Telmate offered the Services to you has terminated its relationship with Telmate or ceased to offer the Services to you; (d) Telmate is transitioning to no longer providing the Services to users in the country, state, county or facility in which you are resident or from which you use the service; or (e) the provision of the Services to you by Telmate is, in Telmate's opinion, no longer in its best commercial interest. Termination by Telmate is in addition to all other legal or equitable remedies available to Telmate.

79. Access. Nothing in this Section shall affect Telmate's rights regarding provision of Services under Section 4.6 of the Terms. Once your account is deactivated or suspended, you will be unable to use or access any fee-based Services, including as applicable sending or receiving messages, scheduling or reserving remote visitations, viewing or posting Content or otherwise accessing the Services. Your account information, links and Content may be retained but, except as provided above, will not be visible to other users.

80. Downloaded Content. Upon termination of your agreement with Telmate, you agree to immediately erase or otherwise destroy any downloaded and printed Content in your possession or control, other than you own.

81. Survival. When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Telmate have benefited from, been subject to (or which have accrued over time while the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 21.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

16. EXCLUSION OF WARRANTIES

82. LAWFUL EXCLUSIONS. NOTHING IN THESE TERMS, INCLUDING SECTIONS 15 AND 16, SHALL EXCLUDE OR LIMIT TELMATE'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

83. NO WARRANTY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND.

84. REPRESENTATIONS. IN PARTICULAR, TELMATE AND ITS AFFILIATES AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (a) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS; (b) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; (c) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE

OR RELIABLE; OR (d) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

85. ALLOCATION OF RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

86. DISCLAIMERS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TELMATE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. TELMATE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

17. LIMITATION OF LIABILITY

87. LIMITATIONS. SUBJECT TO OVERALL PROVISION IN PARAGRAPH 15.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT TELMATE AND ITS AFFILIATES AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

- a. ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL PUNITIVE OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; OR
- b.
- c. ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
 - i.
 - ii. ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY CONTENT OR ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY OTHER USER, ADVERTISER OR SPONSOR WHOSE CONTENT OR ADVERTISING APPEARS ON THE SERVICES;
 - iii. ANY CHANGES WHICH TELMATE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
 - iv. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;
 - v. YOUR FAILURE TO PROVIDE TELMATE WITH ACCURATE ACCOUNT INFORMATION; OR
 - vi. YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

88. WAIVER. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST TELMATE, ITS AFFILIATES, AGENTS, REPRESENTATIVES AND LICENSORES ARISING OUT OF YOUR USE OF THE SERVICE AND THE INFORMATION AVAILABLE THEREIN.

89. NOTICE. THE LIMITATIONS ON TELMATE'S LIABILITY TO YOU IN PARAGRAPH 16.1 ABOVE SHALL APPLY WHETHER OR NOT TELMATE HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

18. Indemnification

By using our Service, you agree to defend, indemnify, and hold harmless Telmate and its agents, Affiliates, and employees, against all claims, losses, costs, damages and/or expenses (including reasonable attorneys' fees) arising out of misuse of our Service or caused by any violation the Terms.

19. Copyright and Trademark Policies

90. Policy. It is Telmate's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers. Details of Telmate's policy can be found at <http://www.telmate.com/XXXXX>.

91. Process. If Content infringes, or if you believe that Content infringes any of your rights (including intellectual property rights) or is unlawful, please contact us immediately by following our notice and takedown procedure. Telmate reserves the right to ask for verification of your identity and to seek further information to verify your complaint. You agree that you are solely responsible for the consequences resulting from your complaint (including but not limited to removal or blocking of the user or Content) and you acknowledge and agree that any complaint may be used in court proceedings. Any false, misleading or inaccurate information provided by you may result in civil and criminal liability. If the Content is taken down, it shall be done so without any admission as to liability and without prejudice to any rights, remedies or defenses, all of which are expressly reserved. You acknowledge and agree that Telmate is under no obligation to put back such Content at any time.

92. Law Enforcement. Telmate hereby serves notice that it will report to law enforcement authorities any actions that may be considered illegal, as well as any reports it receives from any third party regarding such conduct. When requested, Telmate will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity.

20. Advertisements

93. General. Some of the Services may be supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, and activities and recordings made through the Services or other information.

94. Right to Change. The manner, mode and extent of advertising by Telmate on the Services are subject to change without specific notice to you.

95. Your Consent. In consideration for Telmate granting you access to and use of the Services, you agree that Telmate may use or have used such content, activities and recordings to place this advertising on the Services.

96. No Endorsement. You acknowledge and agree that Telmate does not necessarily endorse, and is not liable for any loss or damage which may be incurred by you as a result of any reliance by you on the completeness, accuracy or existence of, any such advertising, products or other materials on or available from these resources.

21. Changes to the Terms

97. Process. Telmate may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, Telmate will make a new copy of the Universal Terms available for review and their acceptance a condition to logging on to the Services, and any new Additional Terms will be made available to you from within, or through, the affected Services.

98. Acceptance. You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, Telmate will treat your use as acceptance of the updated Universal Terms or Additional Terms. If you do not agree with the amended Terms, you may terminate your relationship with Telmate in accordance with Section 12 above.

22. General Legal Terms

99. Complete Agreement. The Terms constitute the whole legal agreement between you and Telmate and govern your use of the Services (but excluding any services which Telmate may provide to you under a separate written agreement), and completely replace any prior agreements or other communications between you and Telmate, or any representative of Telmate, in relation to the Services.

100. Headings. The headings in these Universal Terms are for convenience only and are not intended to and will not have any meaning or bearing on the interpretation of the language or content of these Terms.

101. Independent Parties. We are independent parties. Neither of us may direct or control the day-to-day activities of the other; neither of us may create or assume any legal obligation on behalf of the other nor shall this agreement be construed as forming any agency, partnership or joint venture between us.

102. No Waiver. You agree that if Telmate does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Telmate has the benefit of under any applicable law), this will not be taken to be a formal waiver of Telmate's rights and that those rights or remedies will still be available to Telmate.

103. Severability. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

104. Third Party Beneficiaries. You acknowledge and agree that each Affiliate shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

105. Governing Law. The Terms, and your relationship with Telmate under the Terms, shall be governed by the laws of the State of California and the United States without regard to their conflict of laws provisions. Any cause or action initiated by you must be initiated within one (1) year after the claim or cause of action has arisen. You and Telmate agree to submit to the exclusive jurisdiction of the courts located within the county of San Francisco, California to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Telmate shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.