



**STATE OF INDIANA
Department of Correction**

Indiana Government Center—South

Eric J. Holcomb
Governor

302 W. Washington Street • Indianapolis, Indiana 46204-2738
Phone: (317) 232-5711 • Fax: (317) 232-6798 • Website: www.in.gov/idoc/

Robert E. Carter Jr.
Commissioner

July 25, 2018

Global Tel Link Corp,

Attached please find your copy of the fully executed contract.

D12-19-17055

This contract will expire on **June 30 2022**.

Your state contact is:

Aaron Garner,
Executive Research & Technology
317-232-1757
agarner@idoc.in.gov

Any questions or concerns about billing or payment should be directed to your state contact.

Thank you for your service to the Indiana Department of Correction.

Donna Gossett,
Fiscal, IDOC

PROFESSIONAL SERVICES CONTRACT

EDS # D12-19-17055

This Contract ("this Contract"), entered into by and between The Indiana Department of Correction (the "State") and Global Tel*Link Corporation (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor. The Contractor shall provide a system to deliver digital content and electronic services for adult and juvenile offenders housed in Indiana facilities. The Contractor shall provide the services as described in the attached Service Schedules relative to this Contract:

- Enhanced Services - IP-Enabled Tablets (Exhibit A- prepared by Contractor, attached hereto and incorporated herein)
- Enhanced Services - Flex Kiosks (Exhibit B- prepared by Contractor, attached hereto and incorporated herein)
- Payment Services (Exhibit C- prepared by Contractor, attached hereto and incorporated herein)
- The entirety of RFP 17-055 (Exhibit D- prepared by State) being hereby incorporated by reference, even though a complete copy of such RFP 17-055 is not attached hereto due to its volume and the Parties' acknowledgement that each of them has ready access to a complete copy
- The entirety of Contractor's Response to RFP 17-055 (Exhibit E- Prepared by Contractor) being hereby incorporated by reference, even though a complete copy of such RFP 17-055 is not attached hereto due to its volume and the Parties' acknowledgement that each of them has ready access to a complete copy

2. Consideration. This contract is revenue generating for the State. The vendor will perform services as outlined in Paragraph 1 of this agreement as well as in the Exhibits attached. The State will receive revenue as outlined in Exhibits A, B, C, D and E. This commission will be provided in monthly statements provided to the State.

3. Term. This Contract shall be effective for a period of a four (4) year initial base term Agreement and may be renewed for an additional four (4), one (1) year option terms (each a "Renewal Term"), for a total of eight (8) years. It shall commence on July 1, 2018 and shall remain in effect through June 30, 2022.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent, which shall not be unreasonably withheld. It is understood and agreed by the parties that Company is offering services through its affiliates GTL Enhanced Services, LLC for Exhibits A and B and TouchPay, LLC for Exhibit C For the avoidance of

doubt, a merger involving (i) Contractor or (ii) a sale of Contractor or all of Contractor's assets shall not constitute an assignment requiring consent of the State for purposes of this Contract.

The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at

<http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an

affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with

these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to

resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any breach of its obligations or any intentional or negligent act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Information Technology Enterprise Architecture Requirements. If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance.

A. The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary Liability is required if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others. These contractors face potential claims for mismanagement brought by plan members. Limits should be no less than \$700,000 per cause of action and \$5,000,000 per occurrence.
5. Valuable Papers coverage, available under an Inland Marine policy, is required when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.
6. The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.
7. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

28. Key Person(s).

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _____

29. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

30. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

31. Minority and Women's Business Enterprises Compliance. Award of this Contract was based, in part, on the MBE/WBE participation plan. The following certified MBE or WBE subcontractors will be participating in this Contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION	DATE	PERCENT
MBE	(317) 493-2017	BCforward	Information Technology Services Maintenance and Repair		3-1-18	5.1%
MBE	(317) 238-3456	Sondhi Solutions	Information Technology Services Inventory management and hardware procurement		3-1-18	20.9%

A copy of each subcontractor agreement must be submitted to IDOA's MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA's MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to MBE/WBE Division subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." MBE/WBE Division subcontractor payments shall also be reported to the Division as reasonably requested and in a format to be determined by Division.

32. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

33. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to: **(Include contact name and/or title, name of agency & address)**

Robert Carter, Commissioner
302 West Washington, Rm. 334
Indianapolis Indiana 46204

B. Notices to the Contractor shall be sent to: **(Include contact name and/or title, name of vendor & address)**

Global Tel*Link Corporation
Attn: Legal Department
12021 Sunset Hills Road
Suite 100
Reston, VA 20190

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

34. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) exhibits prepared by the State, (3) RFP# 17-055, (4) Contractor's response to RFP# 17-055, and (5) exhibits prepared by the Contractor. All exhibits, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

35. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

36. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

B. The State Budget Agency and the Contractor acknowledge that if the Contractor is being paid in advance for the maintenance of equipment and/ or software. Pursuant to IC §4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

37. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

38. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in

written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

39. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

41. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

42. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

43. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

44. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

45. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

46. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

47. Indiana Veteran's Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran's Business Enterprise ("IVBE") participation plan. The following IVBE subcontractors will be participating in this Contract:

VBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION	DATE	PERCENT
VBE	(410) 533-6247	Vespa Group	Project management, installation, and hardware procurement		03-01-18	3.4%

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. Tax-Exempt Bond Requirements. Contractor agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the State with respect to the managed property. Both parties acknowledge that the Contractor does not have any role or relationship with the State that, in effect, substantially limits the State's ability to exercise its rights under this Contract.

51. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the *2016 OAG/ IDOA Professional Services Contract Manual*) in any way except for the following clauses which are named below:

5. Assignment; Successors: Modified

24. Indemnification: Modified

50. Tax-Exempt Bond Requirements: Added


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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

Global Tel*Link Corporation

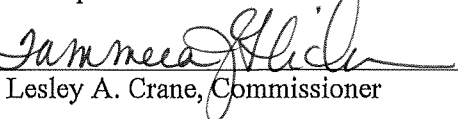
By: 

Charles Steven Yow, Chief Financial Officer
Name and Title, Printed

Date: 7/17/2018

Approved by:

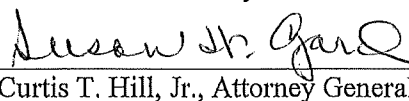
Indiana Department of Administration

By:  (for)
Lesley A. Crane, Commissioner

Date: 7/23/18

APPROVED as to Form and Legality:

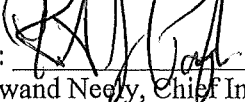
Office of the Attorney General

 (for)
Curtis T. Hill, Jr., Attorney General

Date: 7-24-2018


Approved by:

Indiana Office of Technology

By:  (for)
Dewand Neeley, Chief Information Officer

Date: 7/19/2018

Indiana Department of Correction

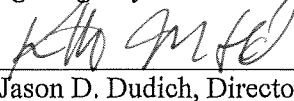
By: 

Robert E. Carter Jr, Commissioner

Date: 7/18/2018

Approved by:

State Budget Agency

By:  (for)
Jason D. Dudich, Director

Date: 7/24/18

EXHIBIT A
Service Schedule

Enhanced Services - IP-Enabled Tablets

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

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

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

“Enhanced Services” means enhanced communications, information services, educational, and entertainment products (as defined below), and as may be modified from time to time.

“IP-Enabled Tablets” (or “Tablets”) means an Inspire™ device capable of allowing access to Enhanced Services.

“Premises Provider” means the Indiana Department of Correction.

3. **Deployment Locations.** Enhanced Services will be deployed at the locations in a number prescribed by the RFP (individually “Location” and collectively “Locations”). After consultation with the Premise Provider and with the Premise Provider’s Consent, company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by Company to recover the Expenditure (as defined in Section 8 below) for Enhanced Services within twenty-four (24) months following the deployment of Enhanced Services at the Locations. Company will provide access to a tablet for every eligible inmate.

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 supply and Premises Provider will 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. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the IP-Enabled Tablets, subject to the limitations described herein. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets will not be available while being repaired or maintained. The Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. **Tablets.** Company will supply the quantity of Inspire™ Tablets for the Term of the Agreement set forth in **Section 3**, subject to the following limitations and conditions. Company will supply each inmate a tablet, notwithstanding any fluctuations in Average Daily Population (ADP). Each inmate provided a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet; these terms and conditions must be approved in form by Premise Provider in writing. Company will install Tablet charging enclosures as determined by Company following the site surveys (individually “Station” and collectively “Stations”) at locations agreed upon by the Parties. Upon agreement of the Parties, Company will supply one (1) wall charger with each Tablet in lieu of charging enclosures. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

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

- i. **Content.** Company will make available certain content that may be loaded on or accessed through the Tablets, including music, games, electronic messaging, eBooks, and such other content listed below under Section 7 Enhanced Services and Accessories Rate and as may be agreed upon in writing by the Parties (“Content”). Content will be provided on a subscription basis that terminates upon the expiration of the subscription term, or upon Company no longer providing Premises Provider with Enhanced Services, the release or transfer of the inmate from the Locations, or the violation by the inmate of the terms of use for the Tablet, including nonpayment for a subscription. Content will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. All purchases are final. Company reserves the right to add, alter or discontinue any Content.

(1) Inmate Education Licenses and Content (included):

- (a) 10,000 licenses to GTL’s learning management system and Khan Academy Lite courses
- (b) 8,000 licenses to Skillsoft life skills/personal development
- (c) 2,400 licenses to Ipathways GED prep
- (d) Installation at 24 facilities

(2) Additional licenses and content can be purchased at the following rates:

- (a) Learning Management System (LMS) - \$12.00 per license
- (b) Khan Academy Lite – no additional cost
- (c) Skillsoft life skills/personal development - \$19.50 per license
- (d) GED Prep - \$37.50 per license
- (e) Facility Installation Fee - \$2,900.00 per site
- (f) Additional Courseware such as Hi-Lo Titles, ESL, Career Readiness and Transitional Skills – see the attached spreadsheet for the price per unit
- (g) Ad hoc content is available at the prices set forth in Attachment A

(3) Forms

Company will convert premise provider forms for use on the tablet. These forms include, but are not limited to:

- (a) Remittance Slips
- (b) Request Slips
- (c) Grievance Forms
- (d) Policies and Procedures

Offenders can submit and receive remittance, requests, grievances and policy/procedure documents using the following applications via our Inspire® tablets and Flex Link® in-pod kiosks:

- (a) Request Link (Offender information and program requests)
- (b) Grievance Link (Offender complaints & concerns)
- (c) Document Link (Display offender & facility information, including PDF documents and specific types of approved booklets)

100 man-hours of conversion support annually included. Requests for form conversion that will exceed 100 hours annually may incur additional charges. GTL will provide premises provider a quote for requests exceeding 100 hours.

- ii. Debit Link Accounts. All inmate Enhanced Services (not including charges for voice communication) may be purchased using Link Units, which each inmate or their friends or family may purchase through a special purpose account created for the inmate (individually “Debit Link Account” and collectively “Debit Link Accounts”). Certain Enhanced Services may also be purchased by inmate families and friends on a direct subscription basis using Company’s consumer channel website. These are the exclusive methods by which Enhanced Services (other than voice communication) may be purchased. Inmates may fund the Debit Link account by transferring monies from their trust account. Inmate friends and Family may fund an inmate’s Debit Link Account by deposits made through Company website or IVR. Transaction fees may apply. Once purchased, Link Units may only be returned to an inmate’s trust account or redeemed by the inmate (as applicable) upon termination of Enhanced Services at all Locations or upon an inmate’s release. All Link Units purchased by inmate friends or family are final.

iii. Messaging services provided to juvenile offenders. Company shall not charge a fee for outbound messaging from juvenile offenders. Company reserves the right to charge inbound messaging services at the same rates for inmates as defined in Section 7 below.

iv. Voice Communication. Company will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service ("ITS") platform. Voice communication over tablets requires that Premises Provider utilize the ICMv platform for Inmate Telephone Service. Headsets equipped with a microphone will be required.

b. Company Obligations. Company will provide one headset to each inmate provided access to a Tablet, and will supply replacement headsets for purchase by the inmate through Premises Provider's commissary service. Company will not replace or repair any Tablet that is damaged or destroyed by willful act, as determined in Company's discretion. Company may replace, upgrade, or substitute any or all of the Tablets at any time. Company will replace or repair on a one-time basis per inmate any Tablet that is damaged or destroyed for reasons other than a willful act, subject to the following: (i) Company will have no obligation during any twelve (12) month period to replace or repair in a Location more than five (5) Tablets or a number of Tablets equal to five (5) percent of the Tablets deployed at the Location, whichever is greater; and (ii) Company may cease providing Enhanced Services at a Location, and remove the Tablets deployed to that Location, if Company has repaired and/or replaced in any twelve (12) month period ten (10) Tablets or a number of Tablets equal to ten (10) percent of the Tablets deployed at that Location, whichever is greater. Notwithstanding the foregoing, Company will replace or repair devices that are damaged in the ordinary course of use (wear and tear) or that are defective.

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; (iii) installation of Tablet charging enclosures or inmate access to electrical outlets for wall chargers (as applicable); and (iv) the sale of all Content listed in this Schedule and such other Content as may be added to the Schedule from time-to-time. In order to provide connectivity to the wireless devices, Company must deploy a wireless network within the Premise Provider's facility. Wireless signal is heavily influenced by environment: including, but not limited to: walls, doors, windows, stairs, and other building material, electrical components such as microwave ovens, radio communications and other wireless networks and devices. Company does not guarantee wireless coverage will be sufficient for the functionality of wireless devices in all facility areas, even when those areas are deployed for wireless coverage by Company. Wireless signal quality may fluctuate periodically throughout the day which may reduce the quality of Services. Company will make reasonable best efforts to maximize wireless signal quality but may not be able to resolve all coverage issues. In some case Company may require the installation of additional antennas, repeaters, access points, cables, conduit, and electrical to service the wireless network at Premise Provider's facility. If Premise Provider does not provide access or allow install of equipment to Company's specifications, wireless coverage quality may be reduced and Company is not obligated to further resolve coverage issues. If Premise Provider's facility has existing wireless infrastructure, provided by Premise Provider or Third Parties, Premise Provider agrees to work with Company in order to allocate relevant Channels or Spectrum which will be exclusive to Company's use for wireless devices. Premise Provider's inability to allocate sufficient Spectrum can impact Company's wireless network quality and thus reduce the quality of Services. In addition, a Premises Provider must: (1) distribute a Tablet to each inmate having access to a Location; (2) allow and facilitate

the sale of Headsets and other Tablet accessories through its commissary without mark up, notwithstanding the foregoing, nothing herein shall be construed to require Premises Provider to allow or facilitate sales of headsets or other Tablet accessories to the extent Premises Provider has conflicting contractual obligations for commissary services; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets and wall chargers (4) allow the creation of Debit Link Accounts for inmates and the exclusive use of Link Units for the purchase of content in connection with the Tablets; (5) allow inmate family and friends to purchase Content subscriptions for inmates; (6) facilitate the integration of inmate Debit Link and commissary accounts for batch file or the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) allow inmate voice communication duration of not less than sixty (60) minutes per call; (8) allow the use of Tablets throughout the Locations for no less than twelve (12) hours per day (for the adult population only, and not juvenile); (9) facilitate the recycling and reuse of Tablets; (10) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (11) provide at its expense all necessary power and power source; (12) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; and (13) distribute one (1) headset to each inmate who is provided a Tablet the first time. Premises Provider will facilitate in the investigation and assessment of charges to inmates for broken or otherwise manipulated tablets. Premises Provider will distribute Tablets to inmates in accordance with the process agreed upon by the Parties. Premises Provider will only allow the Tablets to be used for their intended purpose, and will not, and will not allow any third-party to, tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

7. **Enhanced Services and Accessories Rates.** The parties may at any time agree in writing to alter the pricing model or may otherwise add or change packages or bundles. All subscription and message credit pricing is subject to state and local sales tax, other taxes, and regulatory and other mandated fees may also apply.

- a. Message Credit: \$0.27 per Message Credit with no commission paid to Premise Provider (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. 3-credits per video attachment (in addition to written message cost, if included)
- b. Thirty-Day Subscriptions:
 - i. Unlimited Streaming Music: \$19.99, comprised of a \$8.99 subscription fee plus an \$11.00 service infrastructure fee.
 - ii. Game Center: \$5.99, comprised of a \$4.99 subscription fee plus a \$1.00 service infrastructure fee.
 - iii. Unlimited eBooks: \$3.99, comprised of a \$1.99 subscription fee plus a \$2.00 service infrastructure fee.
 - iv. Audio Books: \$19.99, comprised of a \$9.99 subscription fee plus a \$10.00 service infrastructure fee. Allows for one credit for an audio book per 30 days.

- v. Newsfeed: \$9.99, comprised of a \$3.99 subscription fee plus a \$6.00 service infrastructure fee.
- vi. FM Radio: No charge, available only with a subscription to streaming music.
- vii. Unlimited TV Audio: No charge, available only with a subscription to streaming music.
- viii. Unlimited Podcasts: \$9.99, comprised of a \$3.99 subscription fee plus a \$6.00 service infrastructure fee.

c. Fourteen-Day Subscriptions:

- i. Unlimited Streaming Music: \$14.99, comprised of a \$5.99 subscription fee plus a \$9.00 service infrastructure fee.
- ii. Game Center: \$3.74, comprised of a \$2.99 subscription fee plus a \$0.75 service infrastructure fee.
- iii. Unlimited eBooks: \$2.99, comprised of \$1.99 subscription fee plus a \$1.00 service infrastructure fee.
- iv. Newsfeed: \$6.99, comprised of a \$1.99 subscription fee plus a \$5.00 service infrastructure fee.
- v. FM Radio: No charge, available only with a subscription to streaming music.
- vi. Unlimited TV Audio: No charge, available only with a subscription to streaming music.
- vii. Unlimited Podcasts: \$7.99, comprised of a \$2.99 subscription fee plus a \$5.00 infrastructure fee.

d. Seven-Day Subscriptions:

- i. Unlimited Streaming Music: \$7.99, comprised of a \$2.99 subscription fee plus a \$5.00 service infrastructure fee.
- ii. Game Center: \$2.49, comprised of a \$1.99 subscription fee plus a \$0.50 service infrastructure fee.
- iii. Unlimited eBooks: \$1.99, comprised of a \$1.49 subscription fee plus a \$0.50 service infrastructure fee.
- iv. Newsfeed: \$3.99, comprised of a \$0.99 subscription plus a \$3.00 service infrastructure fee.
- v. FM Radio: No charge, available only with a subscription to streaming music.
- vi. Unlimited TV Audio: No charge, available only with a subscription to streaming music.
- vii. Unlimited Podcasts: \$4.99, compromised of a \$1.99 subscription fee plus a \$3.00 infrastructure fee.

e. Same-Day Subscription and Service Infrastructure Fees:

- i. Unlimited Streaming Music: \$3.99, comprised of a \$0.99 subscription fee plus a \$3.00 service infrastructure fee.
 - ii. Games Center: \$1.49, comprised of a \$0.99 subscription fee plus a \$0.50 service infrastructure fee.
 - iii. Unlimited eBooks: \$0.99, comprised of a \$0.99 subscription fee.
 - iv. Newsfeed: \$0.99, comprised of a \$0.24 subscription fee plus \$0.75 service infrastructure fee.
 - v. FM Radio: No charge, available only with a subscription to streaming music.
 - vi. Unlimited TV Audio: No charge, available only with a subscription to streaming music.
 - vii. Unlimited Podcasts: \$1.99, comprised of a \$0.49 subscription fee plus \$1.50 service infrastructure fee.
- f. Same-Day Bundle Subscription and Service Infrastructure Fees:
 - i. Bundle 1: Unlimited Streaming Music, Game Center, Unlimited eBooks, Newsfeed, FM Radio and TV Audio: \$4.99, comprised of a \$1.88 subscription fee plus a \$3.11 service infrastructure fee.
 - ii. Bundle 2: Unlimited Streaming Music, Game Center, Unlimited eBooks, Newsfeed, FM Radio, TV Audio, and Podcasts: \$5.99, comprised of a \$2.44 subscription fee plus a \$3.55 service infrastructure fee.
- g. Hourly Subscriptions:
 - i. Silver Package Hourly Subscriptions:
 - i. 3-Hour Unlimited TV Shows and Movies: \$3.99, comprised of a \$0.99 subscription fee plus a \$3.00 service infrastructure fee.
 - ii. 24-Hour Unlimited TV Shows and Movies: \$7.99, comprised of a \$2.99 subscription fee plus a \$5.00 service infrastructure fee.
 - ii. Gold Package Hourly Subscriptions:
 - iii. 3-Hour Unlimited TV Shows and Movies: \$5.99, comprised of a \$1.99 subscription fee plus a \$4.00 service infrastructure fee.
 - iv. 24-Hour Unlimited TV Shows Movies: \$9.99, comprised of a \$3.99 subscription fee plus a \$6.00 service infrastructure fee.
- h. Debit Link Fee: \$1.99
- i. Replacement Headphones or Earbuds: \$5.99
- j. Replacement Chargers (where available): \$7.99
- k. Replacement Tablets (damaged by inmate willful act, charged to inmate): \$249.99

8. Tablet Commissions. Commission on revenue from voice communications completed using the Tablets will be paid in accordance with the terms of the Agreement governing Inmate Telephone Services. Company will pay Premises Provider a commission every month of ten percent (10%) of revenue from Content purchased by the inmate ("Content Revenue"). Content Revenue does not include revenue from

voice communications completed using the Tablets, the sale of accessories, or transaction fees. Total projected Expenditure is \$9,364,858 and is broken down as follows:

- **\$9,364,858**
 - **10.1" PoE Flex Complete Enclosures - \$348,473**
 - **Flex Servers - \$153,312**
 - Onsite Gatekeeper/FMS
 - Onsite Recording Storage
 - Rack, KVM & Ancillary Hardware
 - **Wireless and Inspire Hardware - \$7,956,713**
 - Wireless Access Points (\$561,298)
 - Inspire 2.0 Tablets (\$6,499,740)
 - Charging Enclosures (\$845,520)
 - Wireless Servers (\$50,155)
 - **Implementation/Installation - \$906,360**

In the event the contract is terminated within the first year, Company shall seek to reuse hardware and will only charge twenty-five percent (25%) of all Company's costs, with the exception of implementation and installation, rather than the full price of hardware. Should such termination occur after the first year, Premises Provider shall pay Company for the amortized amount of the actual expenditure. Tablet Commission payments will be completed monthly.

9. Additional Terms

- a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the capability to monitor and/or record use of the Tablets, including the ability to monitor and record voice Communication made through the Tablets, read electronic messaging sent through the Tablets, and monitor content streamed or otherwise loaded on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith.
- b. **Exclusivity.** Premises Provider acknowledges company is providing certain hardware and infrastructure, such as network infrastructure and software platforms that are Company proprietary, installed at Company's expense, and that could present security issues if shared with third parties. The Parties acknowledge and agree that any Company provided infrastructure or equipment shall be for the Company's exclusive use. In addition, 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, with the exception of educational content which shall not be exclusive, 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.

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.

Attachment 1 – Ad Hoc Content

ISBN	TITLE	Category	PRICE
9781680214109	Job Interview Basics/ Job Ready (Job Skills)	Career Readiness	\$19.90
9781680214116	How to Act Right on the Job/ Choices (Job Skills)	Career Readiness	\$9.95
9781680214093	Finding a Job/ Dream Jobs (Job Skills)	Career Readiness	\$9.95
9781680214086	Preparing a Resume/ Not Her Job (Job Skills)	Career Readiness	\$9.95
9781680214123	Employee Rights/ Not So Sweet (Job Skills)	Career Readiness	\$9.95
9781680213669	Newcomers in Action Sample Set	ESL	\$130.00
9781680210309	Monsters on Land	Hi-Lo Titles	\$9.95
9781680210361	Virtual Reality	Hi-Lo Titles	\$9.95
9781680210736	3D Printing	Hi-Lo Titles	\$9.95
9781680210316	Area 51	Hi-Lo Titles	\$9.95
9781680210538	Fault Lines	Hi-Lo Titles	\$9.95
9781680210477	Comet Catcher	Hi-Lo Titles	\$9.95
9781680210347	Cloning	Hi-Lo Titles	\$9.95
9781680210712	Gnarly Sports Injuries	Hi-Lo Titles	\$9.95
9781680210491	Great Spies of the World	Hi-Lo Titles	\$9.95
9781680210552	Little Rock Nine	Hi-Lo Titles	\$9.95
9781680210286	Monsters of the Deep	Hi-Lo Titles	\$9.95
9781680210354	Seven Wonders of the Ancient World	Hi-Lo Titles	\$9.95
9781680210507	The Science of Movies	Hi-Lo Titles	\$9.95
9781680210521	Tuskegee Airmen	Hi-Lo Titles	\$9.95
9781680210514	Wild Weather	Hi-Lo Titles	\$9.95
9781680210323	Witchcraft	Hi-Lo Titles	\$9.95
9781680210330	Wormholes	Hi-Lo Titles	\$9.95
9781616519285	Air Disasters	Hi-Lo Titles	\$8.95
9781616519186	Attacked	Hi-Lo Titles	\$8.95
9781616519223	Lost and Found	Hi-Lo Titles	\$8.95
9781616519230	Missing	Hi-Lo Titles	\$8.95
9781616519322	Mountain Disasters	Hi-Lo Titles	\$8.95
9781616519247	Shot Down	Hi-Lo Titles	\$8.95
9781616519346	Space Disasters	Hi-Lo Titles	\$8.95
9781616519254	Stowed Away	Hi-Lo Titles	\$8.95
9781616519261	Stranded at Sea	Hi-Lo Titles	\$8.95
9781616517656	Strange But True Book 1 Stories	Hi-Lo Titles	\$8.95
9781616517663	Strange But True Book 2 Stories	Hi-Lo Titles	\$8.95
9781616517670	Strange But True Book 3 Stories	Hi-Lo Titles	\$8.95
9781616517687	Strange But True Book 4 Stories	Hi-Lo Titles	\$8.95
9781616517694	Strange But True Book 5 Stories	Hi-Lo Titles	\$8.95
9781616519377	Volcanoes	Hi-Lo Titles	\$8.95
9781680210415	Finding a Place to Live/ A Place of Our Own (Living Skills)	Transitional Skills	\$9.95

ISBN	TITLE	Category	PRICE
9781680210392	Smart Grocery Shopping/ Shop Smart (Living Skills)	Transitional Skills	\$19.90
9781680210422	Moving In/ Pack Up (Living Skills)	Transitional Skills	\$9.95
9781612470016	Budgeting and Banking Math (Digital Download)	Transitional Skills	\$34.95
9781680210132	Planning to Save/ Something Big (Money Skills)	Transitional Skills	\$9.95
9781680210057	Opening a Bank Account/ The Guitar (Money Skills)	Transitional Skills	\$9.95
9781680210125	Managing Credit/ High Cost (Money Skills)	Transitional Skills	\$9.95
9781680210002	Living on a Budget/ Road Trip (Money Skills)	Transitional Skills	\$9.95
9781680210439	Cooking Your Own Meals/ Dinner is Served (Living Skills)	Transitional Skills	\$9.95
9781680210408	Doing Household Chores/ Keep It Clean (Living Skills)	Transitional Skills	\$9.95

EXHIBIT B

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.

“Premises Provider” means the Indiana Department of Correction.

“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 in a number prescribed by the RFP and may be altered by agreement of the parties (individually “Location” and collectively “Locations”). After consultation with the Premise Provider and with the Premise Provider’s consent, 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. Company will provide Flex Kiosks based upon current numbers provided in the RFP, provided, however, the number of Flex Kiosks to be installed is subject to change by mutual agreement after completion site surveys.

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. Company will supply and Premises Provider will install all required wiring and cabling in accordance with

Company specifications. Company is not responsible for any repairs, replacement, or to remedy any damage to facility prior to Company installing its equipment. 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.
- 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 Offender Management System (or "OMS") 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 OMS 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, facility space, 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. **Premises Provider Obligations.** A Premises Provider must allow: (i) installation of kiosks (as applicable at Company's sole discretion); and (ii) the sale of all Content listed in this Schedule and such other Content as may be added to the Schedule from time-to-time. In addition, a Premises Provider must: (1) allow the creation of Debit Link Accounts for inmates and the exclusive use of Link Units for the purchase of content in connection with the Tablets; (2) allow inmate family and friends to purchase Content

subscriptions for inmates; (3) facilitate the integration of inmate Debit Link and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; 4) provide Company with secure space to store Company equipment associated with Enhanced Services; (5) provide at its expense all necessary power and power source; (6) and 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. Premises Provider will only allow equipment to be used for their intended purpose, and will not, and will not allow any third-party to, tamper with or otherwise modify the equipment or associated software, or connect the equipment or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

7. Flex Kiosks Enhanced Services. Company will supply the quantity 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, provided however, Enhanced Services are not required to be installed on every inmate kiosk.
 - i. 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.
 - ii. Inmate Messaging Services. Two-way messaging that permits monitored electronic messaging between inmates and their families and friends.
 - iii. Messaging services provided to juvenile offenders. Company shall not charge a fee from outbound messaging for juvenile offenders. Company reserves the right to charge inbound messaging services at the same rates for inmates as defined in Section 8 below.
 - iv. VRS. Video Relay Service for the deaf or hearing-impaired inmates who use American Sign Language (ASL) to communicate. VRS will be provided upon mutual agreement of the Parties.
- b. The Flex Kiosk software may be integrated with Premises Provider's Offender Management System (or "OMS") 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 OMS provider.
- c. Company reserves the right to add, alter or discontinue any Content.

8. Enhanced Services Rates. Company may apply and collect the following charges on the use of the Flex Kiosks. Taxes, and regulatory and other mandated fees may also apply.

- a. 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
10 minutes	\$3.30
25	\$8.25

- c. Message Credit: \$0.27 per Message Credit with no commission paid to Premise Provider (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. 3-credits per video attachment (in addition to written message cost, if included)

9. **Commissions.** Company shall pay Premises Provider a commission every month equal to ten percent (10%) 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.

Additional Terms

- a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider the capability to monitor and/or record use of the Flex Kiosks, including monitor and record video communication and read electronic messaging sent through the Flex Kiosks. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Flex Kiosks, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith.
- b. **Job Readiness:** Company will work with the State to develop job initiatives as agreed upon by the parties.

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.

EXHIBIT C

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:

- Trust Services
- Release Card

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

Premises Provider Obligations. A Premises Provider must allow: (i) installation of kiosks (as applicable at Company’s sole discretion); and (ii) the sale of all Content listed in this Schedule and such other Content as may be added to the Schedule from time-to-time. In addition, a Premises Provider must: (1) allow the creation of Debit Link Accounts for inmates and the exclusive use of Link Units for the purchase of content in connection with the Tablets; (2) allow inmate family and friends to purchase Content subscriptions for inmates; (3) facilitate the integration of inmate Debit Link and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; 4) provide Company with secure space to store Company equipment associated with Enhanced Services; (5) provide at its expense all necessary power and power source; (6) and 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. Premises Provider will only allow equipment to be used for their intended purpose, and will not, and will not allow any third-party to, tamper with or otherwise modify the equipment or associated software, or connect the equipment or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

Trust Services. This Service allows a sender to fund an account held in trust by Premises Provider on behalf of an inmate while serving his or her sentence (“Inmate Property”). Funds may be transferred from a sender to the trust account through any of the following methods: Company-provided proprietary Deposit Kiosks using cash or a credit card (collectively, the “Kiosk or Kiosks”), payment over the telephone using Company’s Interactive Voice Response System (“IVR”), an on-line web-payment portal using a credit card (“Web”) and via walk-in retail at certain retail locations using credit card or cash (“Walk-In Retail”). Third party transactions fees may apply to Walk-In-Retail transactions. Company may choose to install lobby kiosks at its sole discretion to facilitate payments; Premises Provider and Company shall mutually agree upon location of any kiosks Company may elect to provide. Premises Provider acknowledges and agrees that Company may also accept payments on behalf of other governmental agencies at Kiosks or other payment portals placed in any facility by Company.

For cash, credit/debit card and ACH transactions for Trust deposits, Company will charge the sender a base fee as follows, this fee to be paid to Premises Provider:

Deposit Amount	Lobby Kiosks*	Telephone (IVR)	Web, Mobile, or Countertop Terminal
0 - \$20.00	\$1.50	\$1.50	\$1.50
\$20.01 - \$100.00	\$1.50	\$1.50	\$1.50
\$100.01 - \$200.00	\$1.50	\$1.50	\$1.50

For each credit/debit card transaction, Premises Provider will be compensated the amount of the lobby kiosk, Telephone IVR, Web Countertop Terminal fee. Company will charge the sender 3.5% credit/debit card transaction charge for cost recoupment related to processing credit/debit cards.

*As determined in Company's sole discretion, Company may install lobby kiosks.

Release Card. Upon completion of an inmate's sentence, any remaining funds held in trust by Premises Provider shall be transferred to a pin-debit card, according to the rules and processes of third-party card issuer. Such Release Card may be used immediately upon release. Company shall provide necessary equipment, magnetic stripe readers, at no cost to Premise Provider. Company will follow the fee rates outlined in the Business Model RFP response.

Company agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer. Company, as the distributor and the program manager, will provide the release solution and charge a fee as follows:

- Release Card Automated Solution is included at no cost to Premises Provider.

Price Revisions: The Fees charged to senders will be reviewed on an annual basis to determine market based competitiveness and any change will be at the written agreement of both parties. End users of release cards may be charged fees according to third party release card providers terms and conditions. No price increase shall take place without written notice and consultation with Premises Provider at least 30 days prior to the intended rate increase.

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 ninety-six (96) 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 on going 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

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) – Company will collect information or have Sender fill out the information included in the Large Dollar Transaction Form. 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 a Kiosk (net of Company Fees) and will not be responsible for collecting any underpayments or refunding any overpayments. Premises Provider shall be solely responsible for collecting any underpayments or refunding any overpayments.
Company is only responsible for transmitting the payments made through a Kiosk (net of Company Fees), and assumes no responsibility for determining the sufficiency of any payment made by a user.