MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2022-27

A RESOLUTION FOR AMENDMENT #2 TO MASTER SERVICES AGREEMENT BETWEEN THE MADISON COUNTY DETENTION CENTER, KENTUCKY (HEREINAFTER REFERRED TO AS "MADISON COUNTY JAIL") AND GLOBAL TEL*LINK CORPORATION

WHEREAS, Madison County Jail and Global Tel*Link Corporation desire to amend the Master Services Agreement dated March 26, 2019, between Madison County Jail and Global Tel*Link Corporation ("Parties"); and

WHEREAS, the Federal Communications Commission ("FCC") ISSUED ITS Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on May 24, 2021 ("FCC Order"), which mandated certain rate caps for inmate telephone services and ancillary service charges, and other requirements; and

WHEREAS, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC Order as provided in Amendment # 2 to retroactively go into effect October 26, 2021, which is attached hereto this Resolution;

NOW, THEREFORE, BE IT RESOLVED THAT THE MADISON COUNTY FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE OR THE MADISON COUNTY JAILER TO EXECUTE SAME ON BEHALF OF THE COUNTY.

Motion made by Tudor, seconded by Botkin.

Vote:	Yes	No
Judge Reagan Taylor	ABSENT	ABSENT
Magistrate Ben Robinson III	✓	
Magistrate John Tudor	✓	
Magistrate Roger Barger	✓	
Magistrate Tom Botkin	✓	

Signed:

R-T [signature]
Reagan Taylor
Madison County Judge Executive

2-22-2022
Date

Attested:

Kenny Barger MCC [signature]
Kenny Barger
Madison County Clerk

2-22-22
Date

Second Amendment to

Master Services Agreement

THIS SECOND AMENDMENT ("First Amendment) is made as of the last date signed by all the parties listed in this preamble, ("Effective Date"), and amends and revises that certain Master Services Agreement, dated March 26, 2019, (the "Agreement"), by and between Global Tel*Link Corporation , with an address of 3120 Fairview Drive, Suite 300, Falls Church, VA 22042, (the "Company"), and the Madison County, Kentucky Jail, with an address of 107 W. Irvine Street, Richmond, KY 40475 (the "Premises Provider"). Company and Premises Provider may be referred to herein individually as the "Party" and collectively as the "Parties." All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, Company and Customer desire to modify certain terms in the Agreement as set forth herein, to provide a mail scanning service at no charge; and

WHEREAS, in consideration of the foregoing, Premises Provider has agreed that Company shall be the sole and exclusive provider of inmate email service;

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

1. The Parties agree that, Effective January 1, 2020, Company shall provide Premises Provider with a Mail Scanning solution. The following subparagraph iv. is added to the Enhanced Services-IP Enabled Tablets, Paragraph 6. Tablets, as described below:

    Mail Scanning Solution: At the Premise Provider's request, the Company agrees to scan inmate mail into electronical format that the facility can then deliver electronically to the original inmate recipient. The inmates' mail will be directed to a mail scanning location designated by Company, where such inmates' mail will be opened, scanned, and delivered electronically to the Premises Provider and/or Company, for delivery via the Tablets to the inmates. The Premises Provider will provide instructions to those desiring to send mail to inmates, on the address to send the mail, and other information for delivery. The Parties agree that any rule, regulation, statue, or court order, or other change mandated by any federal, state, or local authority which may interfere with, materially alter, or adversely affect Company's rights or obligations related to Mail Scanning under this Agreement, shall require the Parties to enter into good faith negotiations to renegotiate the terms of this Mail Scanning service. Any additional costs to Company resulting from changes mandated by federal, state, or local authorities shall be reimbursed to Company by Premise Provider until such time that a new agreement on the terms of the Mail Scanning service is reached. Should the parties fail to agree on new terms for the Mail Scanning service, the Company shall be released from any and all further obligation to the Premises Provider to provide the Mail Scanning service. Any changes to the Mail Scanning service do not affect the Parties' rights and obligations under the rest of this Agreement.

    Premises Provider shall prescribe the location for friends and family to send US mail to inmates to the designated mail scanning facility and exclude any legal mail from being sent, and to provide the requested authorization to Company for opening and scanning of the mail (excluding legal mail)

Ancillary Service Charges. The Company may charge certain Ancillary Service Charges, which shall be no more than the following amounts:

Automated payment for credit card, debit card, and bill processing fees	$3.00 per transaction
Use of live operator	$5.95 per transaction
Paper bill/statement	$2.00 per transaction
Use of third-party money transmitter (*e.g.*, MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	$6.95 per transaction
Use of single-call and related services to pay for a single ITS call using debit/credit card, mobile phone account, or another arrangement	$6.95 per transaction, plus the adopted per-minute rate

2. Effective October 26, 2021 or the effective date of the FCC Order, whichever is later, the commission payable to the Premises Provider under the Agreement shall be eight cents ($0.08) per paid minute of usage on every completed intrastate call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company and zero cents ($0.00) per paid minute of usage on every completed interstate and international call ("ITS Commission") which shall be paid within forty-five (45) days following the month in which the call took place.

Company further agrees to provide Premises Provider with a minimum annual guarantee ("MAG") of one hundred twenty-two thousand dollars ($122,000) per year, with respect to ITS Commission, under this Agreement. Should the total annual ITS Commission for each individual year exceed the MAG, Company agrees to pay the difference between the MAG and the ITS Commission received during that year.

In addition to the foregoing, Company shall provide to Premises Provider an annual Technology Grant in the amount of forty-nine thousand dollars ($49,000) for the term of the Agreement. This Technology Grant shall either be paid directly to the Premises Provider or to the technology product vendor within thirty (30) days of Company's receipt of an invoice, receipt or other document evidencing the technology product purchase or order by Premises Provider. In the event Premise Provider desires additional Technology Grant funding but has exceeded the annual technology grant amount, Premises Provider may elect to draw on future years' Technology Grant amount, however, in the event Premises Provider were to terminate this Agreement early for any reason, Premises Provider agrees to remit back to Company a pro-rated amount of the Technology Grant already paid for future years.

The foregoing commission shall replace any and all ITS commissions or other monies payable for ITS services under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider.

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

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

Company **Global Tel*Link Corporation** **on behalf of itself and its Affiliates**	**Premises Provider** **Madison County Jail**
By:	By:
Name: Maribeth Kuznia	Name: STEVE TUSSEY
Title: Contracts Manager	Title: JAILER
Date: 28-FEB-2022	Date: 2/22/2022

First Amendment to

Master Services Agreement

THIS FIRST AMENDMENT ("First Amendment) is made as of the last date signed by all the parties listed in this preamble, ("Effective Date"), and amends and revises that certain Master Services Agreement, dated March 26, 2019, (the "Agreement"), by and between Global Tel Link Corporation , with an address of 3120 Fairview Drive, Suite 300, Falls Church, VA 22042, (the "Company"), and the Madison County, Kentucky Jail, with an address of 107 W. Irvine Street, Richmond, KY 40475 (the "Premises Provider"). Company and Premises Provider may be referred to herein individually as the "Party" and collectively as the "Parties." All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, Company and Customer desire to modify certain terms in the Agreement as set forth herein, and to continue the remaining terms, in full force and effect.

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

1. The Parties agree to amend the second paragraph of Section 3, Compensation, of the Inmate Telephone Services Schedule, to delete the second paragraph in its entirety, and replace it with the following:

   "In addition to the foregoing, Company shall provide to Premises Provider an annual Technology Grant in the amount of Fifty-Three Thousand Dollars ($53,000) annually for the four year term of this Agreement. Company will make the Technology Grant available once the system has been activated and billable inmate calls have commenced. This Technology Grant shall either be paid directly to the Premises Provider or to the technology product vendor within thirty (30) days of Company's receipt of an invoice, receipt or other document evidencing the technology product purchase or order by Premises Provider. In the event Premise Provider desires additional Technology Grant funding but has exceeded the annual technology grant amount, Premises Provider may elect to draw on future years' Technology Grant amount, however, in the event Premises Provider were to terminate this Agreement early for any reason, Premises Provider agrees to remit back to Company a pro-rated amount of the Technology Grant already paid for future years."

2. The Parties agree to amend the address for Global Tel Link Corporation in Section 6, of the Agreement to the following:

Mail scanning solution is provided at no charge.

2. The Parties agree that, effective January 1, 2020, Company shall be the sole and exclusive provider of inmate email service for the County.

All other terms and conditions herein remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have duly executed this Amendment as of the last date provided below.

Company:
Global Tel*Link Corporation

By: Alicia K Freeman
Name: Alicia Freeman
Title: Vice President, Contracts
Date: 01/09/2020

Customer :
Madison County Jail

By:
Name: Steve Hussey
Title: Jailer
Date: 12-30-19

GLOBAL TEL*LINK CORPORATION
12021 Sunset Hills Road, Suite 100
Reston, Virginia 20190
Telephone: 703-955-3910 Fax: 703-435-0980 Web: http://www.gtl.net

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made by and between **Global Tel*Link Corporation** ("Company") on behalf of itself and its Affiliates (as defined in the attached Terms and Conditions), and the **Madison County Jail**, with an address of 107 W. Irvine Street, Richmond, KY 40475 (the "Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). This Agreement is binding upon execution of the named Parties as of the last date signed by the Parties ("Effective Date").

1. <u>Services.</u> This Agreement applies to the supply, installation, management, operation, and maintenance of equipment and services at Premises Provider locations, whether existing, newly installed, or renovated ("Facilities") as listed and described in each of the attached Service Schedules (collectively, the "Services"). Each Service listed in the Service Schedules contains specific terms and conditions which shall be incorporated by reference into this Agreement. The Service Schedules indicated below are incorporated into this Agreement:

   - ☐ Inmate Telephone Service
   - ☐ Enhanced Services - IP-Enabled Tablets
   - ☐ Payment Services

2. <u>Service Schedules.</u> Any Affiliate may provide services in its own name under a Service Schedule which shall then be considered a separate, but associated, contract incorporating this Agreement and the attached Terms and Conditions; provided, however, that Company is responsible for its Affiliates' performance pursuant to the applicable Service Schedule. The Affiliate listed in a Service Schedule is only responsible for the performance of the Services set forth in that Service Schedule.

3. <u>Minimum Annual Guarantee ("MAG").</u> Minimum Annual Guarantee: Company will provide Premises Provider with a Minimum Annual Guarantee (MAG) payment of One-Hundred and Thirty-Two Thousand Dollars ($132,000) annually. Company shall pay Premises Provider the pro-rated portion of the MAG monthly in the amount of Eleven Thousand Dollars ($11,000) monthly, payable within forty-five (45) days following the end of the prior month. Upon the one-year anniversary of the agreement and annually thereafter, Company will calculate the amount Premises Provider would receive in commissions across all Service Schedules under the Agreement and will pay Premises Provider the great of either the MAG or the commission owed to Premises Provider at the rates identified in the applicable Service Schedules.

4. <u>Term.</u> This Agreement shall be in effect for four (4) years, commencing from the Effective Date ("Term"). Unless either Party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term").

5. <u>Entire Agreement.</u> This Agreement consists of the attached Terms and Conditions, all Service Schedules appended hereto, and the Company's international, interstate, and intrastate tariffs and published rates, terms, and conditions (collectively, "Tariffs") that may govern the Services, which are incorporated by reference into the Agreement. This Agreement constitutes the entire agreement between Premises Provider and the Company and supersedes all other agreements between the Parties pertaining to the subject matter hereof. Company may modify the Tariffs and/or required website disclosures from time to time, and any modification will be binding on the Parties upon the effective date of such revision. If a conflict arises, the order of precedence is: (i) Tariffs and or website disclosures to the extent they are required to take precedence by law; and (ii) this Agreement. In the event of a conflict or inconsistency between the terms set forth in the Agreement including the Terms and Conditions and a Service Schedule, the terms of the Service Schedule shall control.

6. <u>Notices.</u> Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either Party, must be in writing and delivered

personally or by a recognized commercial overnight mail carrier to a Party at the address provided below. Notices, including notice of change of contact information, are effective upon delivery.

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

To Premises Provider:
Madison County Jail
107 W Irvine St.
Richmond, KY 40475
Phone: (859) 624-4710
ATTN: Jailer Stephen Tussey

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

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

Company	Premises Provider
Global Tel*Link Corporation on behalf of itself and its Affiliates	**Madison County Jail**
Signature	Signature
Name: Jonathan Walker	Name: Stephen Tussey
Title: EVP, Business Development	Title: Jailer
Date: 3-26-2019	Date: 3-26-2019

Terms and Conditions

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

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

During the term of this Agreement, Company grants Premises Provider a non-exclusive, non-transferable, license to use the IP solely for accessing the Services supplied by Company in the manner contemplated by this Agreement. Premises Provider shall not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.

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

3. **Further Assurances.** During the term of this Agreement, including any renewal period(s) and extensions, Premises Provider agrees:

(a) To reasonably protect the Equipment against willful abuse and promptly report any damage, Services failure or hazardous conditions to the Company. Premises Provider shall not, and shall not allow any third party to, tamper with or otherwise modify the Services or equipment supplied by Company under this Agreement or associated software, or connect the equipment or Services or associated software to any hardware or software that is not provided by Company.

(b) To provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.

(c) To permit reasonable access to its respective Facilities without charge or prejudice to Company employees or representatives, patrons, or consignees, including permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the Services contemplated herein at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations.

(d) To not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider Facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the Services at Premises Provider Facilities under this Agreement, which includes all Services set forth in the attached Service Schedules, and those other inmate communication, educational or entertainment products and services sought by Premises Provider during the term of the Agreement that can be delivered through the Equipment or Services, whether the products or services are for inmates located at Premises Provider facilities or at third-party facilities, provided, however, that the Company may elect to not exercise this exclusive right.

4. **Confidentiality.** From the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the Parties shall keep confidential the terms of this Agreement and of the response of Company to any solicitation that led to this Agreement. Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, or in connection with a merger or the sale of all or substantially all assets of a Party, provided, however, that the Parties shall cause all Agents and third parties to honor the provisions of this Section. The Parties may also make disclosures as required by law as long as, before any disclosure, the Party subject to the disclosure requirement promptly notifies the other Party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party shall be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

5. **Indemnification and Limitation of Liability.** Each Party shall indemnify the other from any loss, cost, damage, expense, or liability to the extent resulting from, or arising out of, claims by a third party relating to a breach of a Party of its obligations under this Agreement, except to the extent such loss, cost, damage, expense, or liability arises from the negligence or fault of the other Party; provided further, however, that the Company shall not be

liable for interruption of telephone or other communication services arising from any cause.

(a) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE SERVICES SUPPLIED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, LACK OF VIRUSES, AND ANY WARRANTY REGARDING THE SECURITY OR RELIABILITY OF EQUIPMENT OR SERVICES. COMPANY DOES NOT WARRANT THAT SERVICES SHALL BE UNINTERRUPTED, ERROR FREE, OR THAT ALL ERRORS MAY BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF THE SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS SUPPLIERS WILL NOT BE RESONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, WHETHER FORESEEN OR UNFORESEEN, ARISING OUT OF THE USE OF EQUIPMENT, PRODUCTS, ACCESSORIES OR SERVICES SUPPLIED UNDER THIS AGREEMENT. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING TELEPHONE AND HEADSET CORDS AWAY FROM THOSE WHO PRESENT A RISK TO THEMSELVES OR OTHERS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

(b) Monitoring and Recording. Premises Provider agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control any recording or monitoring capabilities supplied to Premises Provider by Company under the Agreement, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider shall be solely responsible for any liability, costs and expenses relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline. Premises Provider acknowledges that all communication detail records ("DRs") and recordings contained in the Equipment Company provides to Premises Provider under this Agreement are the exclusive property of the Premises Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the DRs and recordings to respond to legal requests, to provide the Services under this Agreement, and for other lawful business purposes.

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

7. Default. In the event any Party shall be in breach or default of any material terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to the breaching Party, then in addition to all other rights and remedies of law or equity or otherwise, the offended Party shall have the right to cancel this Agreement without liability.

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

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

10. Independent Contractor. The Company acknowledges that it is an independent contractor and that

nothing contained in this Agreement or the relationship of the Parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the Parties. This Agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

11. **Solicitation.** The Premises Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premises Provider to solicit or secure this Agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premises Provider agrees, in the event of an allegation of substance (the determination of which shall be solely made by the Company) that there has been a violation hereof, Premises Provider shall cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this Agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this Agreement.

12. **Force Majeure.** Neither Party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this Agreement due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, riots, supply chain delays, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either Party to reasonably carry out its obligations under this Agreement.

13. **Survival.** Upon the expiration or earlier termination of the term of this Agreement, the Parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the Parties, and except that Premises Provider shall allow Company a reasonable opportunity to collect and remove Company Equipment from Premises Provider facilities. Notwithstanding the foregoing, all sections needed to enforce a Party's rights under this Agreement shall survive the expiration or earlier termination of the Agreement, and neither Party shall be released from any liability arising from any breach or violation by that Party of the terms of this Agreement prior to the expiration or termination.

14. **Amendment.** No course of dealing between the Parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the Parties.

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

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

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

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

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

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

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

Inmate Telephone Service
Service Schedule

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

1. Equipment and Features.

Telephones and Workstations		
Portable Phone	Inmate Phones	Platform
1	35	Command

GTL Base Features
365 Day On-Line Recording Storage
Password Protected Web based User Interface
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
Number Management
Blocked Access to Toll-Free Numbers
PREA Support
24X7 Technical Support
Collect, Prepaid, and Optional Debt Calling
Hot Alert
Audit Tools
TDD/TTY Capability
Call Prompts in English and Spanish

The term "Equipment" in this Service Schedule includes the items listed in this Section 1 of this Schedule and and related equipment, including guard posts, concrete pads, mast poles, and site preparation. Guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of Company installed by Company shall remain in all respects that of Company. Company reserves the right to remove or relocate Equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of Service. Company shall not exercise such a right of removal or relocation unreasonably. Company shall notify Premises Provider in writing of its intention to remove or relocate Equipment prior to such action. Upon removal of Equipment by the Company, Company shall restore said premises to its original condition, ordinary wear and tear excepted; however, Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of Equipment. Premises Provider shall not, and shall not allow any third party to,make alterations or attachments to the Equipment.

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

Company does not furnish, maintain or provide consumables for peripheral equipment associated with the inmate telephone system. Consumables consist of items such as printer paper, cassette tapes, or compact disks.

3. **Compensation.**

At the end of each year of the Agreement, Company shall calculate Premises Providers commission based on a commission payable to the Premises Provider of Eight-Cents ($0.08) per minute on completed billable intrastate inmate telephone calls using the ITS. Company shall calculate the commission and pay the Premises Provider the greater of the Minimum Annual Guarantee or the difference between the amount due to Premises provider by calculating the commission of eight ($0.08) against the completed billable intrastate inmate telephone calls and the amount of MAG already paid.

In addition to the foregoing, Company shall provide to Premises Provider an annual Technology Grant in the amount of Fifty-Three Thousand Dollars ($53,000) annually for the four year term of this agreement. Company will make the Technology Grant available once the system has been activated and billable inmate calls have commenced. This Technology Grant shall not be paid directly to Premises Provider but rather will operate as a fund against which Premises Provider may direct Company to pay for certain technological enhancements on Premises Providers behalf. Premises Provider may elect to draw on future years' Technology Grants, provided, however, that in the event Premises Provider were to terminate the Agreement early for any reason, Premises Provider would be required to remit back to Company a pro-rated amount of the Technology Grant not yet accrued,

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

Madison County Jail
107 W Irvine St.
Richmond, KY 40475
Phone: (859) 624-4710
ATTN: Jailer Stephen Tussey

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

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

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

c) Local and Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: $0.50 per minute of use.

d) International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: $0.75 per minute of use.

No per call, per connection, or flat-rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls. The rates charged are exclusive of taxes, and other amounts collected by Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs.

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

Fee for automated payments (includes payments by	$3.00 per use

interactive voice response, web, or kiosk)	
Fee for payment using live operator	$5.95 per use
Paper bill/statement fee	$2.00 per use
Fee for use of third-party money transmitter (*e.g.*, MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup

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

Service Schedule
Enhanced Services - IP-Enabled Tablets

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

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

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

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

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

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

Location	Location Description
107 W Irvine St, Richmond, KY 40475	Franklin County Jail

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

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

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

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

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

i. Content. Company will make available certain content through the Tablets, including music, games, electronic messaging, eBooks, and access to a law library (at a cost of up to five-thousand dollars ($5,000) annually ("Content"). Company reserves the right to add, alter or discontinue any Content.

ii. Video Visitation. On-premise and remote video visitation with sixty (60) days online recording storage.

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

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

c. Premises Provider Obligations. A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz and 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; and (iv) access to no less than 80% of its inmate to paid access subject to the payment by the inmate of access fees listed herein. In addition, Premises Provider must: (1) distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts ; (5) allow inmate family and friends to make deposits into Inmate Accounts ; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; and (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time.

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

a. Paid Access: $0.05 per minute

b. Video Visitation Services: $0.25 per minute Extended Local Visit Price
$0.25 per minute Remote Visit Price

c. Replacement Headsets or Earbuds: $4.00

d. Messaging From Inmate Family and Friends (charged to inmate family and friends):

i. $0.25 per written message.

ii. $0.50 per photo attachment (in addition to charge for any written message, if provided)

8. **Tablet Commissions.** Company will pay Premises Provider a commission as follows. Company will pay the Premises Provider a monthly sum equal to the greater of Twenty-Five percent (25%) of gross revenue received from the per minute rate charged to inmates for access to Tablets ("Access Revenue") or the Minimum Annual Guarantee as defined in Paragraph 3, Minimum Annual Guarantee ("MAG") of this Agreement, contingent upon a minimum of Eighty percent (80%) of Premises Provider's inmates having reasonable access to the Tablets. Company will pay the Premises Provider a monthly a sum equal to the greater of Twenty-Five percent (25%) on the gross revenue received from billable video visitation services sessions, or the MAG. Company will incur certain capital expenditures in the amount of One-Hundred and Thirty-Four Thousand, Six-Hundred and Forty-Five Dollars ($134,645) ("Expenditure"), in connection with Enhanced Services deployed at the Locations, including all installation costs. If Premises Provider terminates the Agreement for any reason other than breach by Company, Premises Provider will pay Company within thirty (30) days following termination the outstanding balance, if any, after subtracting from the Expenditure the Access Revenue collected by Company as of the date of termination]. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premises Provider.

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
- Intake Kiosks

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

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, a credit or debit 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 or debit card ("Web") and via Walk-In Retail at certain retail locations using debit card(at select locations) or cash ("Walk-In Retail") in accordance with Exhibit A, which must be executed by the Premises Provider (as Recipient). Premises Provider acknowledges and agrees that Company may also accept payments on behalf of other governmental agencies at Kiosks or other payment portals placed by Company in any facility.

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

Deposit Amount	Lobby Kiosks	Telephone (IVR)	Web or Countertop Terminal	Cash/Debit - Cards Walk-in-Retail
0 - $19.99	$3.95	$3.95	$3.95	$4.95
$20.00 - $100.00	$6.95	$6.95	$6.95	$4.95
$100.01 - $200.00	$8.95	$8.95	$8.95	$4.95
$200.01 - $300.00	$10.95	$10.95	$10.95	$4.95

For each credit/debit card transaction, Company will charge the sender the base fee as listed above plus 3.5% of the face amount of each transaction.

(Optional) Canned messaging services can be added to the lobby Kiosk for senders to send a predetermined text message to a specified inmate in conjunction with a deposit to that inmate. The message will be delivered to the inmate with the notification receipt of the deposit. For each message, Company will charge a fee of $3.00. Fees will be deducted from the transaction deposit amount going to the Inmate. The Premises Provider will receive a revenue share equal to $1.00.

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

- For each Intake transaction of Inmate Property, Company may charge the Premises Provider a fee of $3.00 or as follows: For Premises Provider, as long as Premises Provider agrees not to accept cash at the cashiering windows, or Cashier Checks or Money Orders through cashiering window or mail for Trust deposits, the Intake Transaction is provided at NO COST.
- **(Optional)** Voice Alert Messaging services can be added to the Intake Kiosk for senders/inmates to send one or more predetermined voice messages to specified phone numbers. For each message, Company will charge a fee of $3.00 per message. Fees will either be deducted from Intake Property transaction deposit proceeds or by a credit card provided by the Sender/Inmate. The Premises Provider will receive a revenue share equal to $1.00.

Company will provide the Deposit and Intake Kiosks described in the table below:

Building	Type	# of Kiosks to be Deployed

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 ongoing cash management and repair of Kiosks.

6. **Promotion.** Company and Premises Provider shall work together to promote the Services. Premises Provider agrees to make its Senders aware of the Services through its website and other mutually agreeable means of advertising. Company will be allowed to distribute marketing material and promotional material to Premises Provider as well as provide a reference link from Premises Provider's website to the URL designated

by Company for the sole purpose of promoting the Services.

7. **Title.** Title to all hardware provided by Company for the purpose of providing the Services shall remain solely that of Company. Within 30 days of the termination of this Agreement or within 30 days of receiving notice from Premises Provider of a termination of this agreement, Company shall, at its own expense, remove all of its hardware from Premises Provider premises.

8. **Reporting.** Company will provide Premises Provider with online access to certain transaction information. To the extent such information is provided through password protected access, Premises Provider agrees to keep all user and password information confidential and protect against unauthorized use. Premises Provider will indemnify and hold Company harmless from any lawsuits, claims or other damages resulting from unauthorized use of transaction information that results in whole or in part from the acts or omissions of employees, agents or Companies of Premises Provider.

9. **Release Card.** Company agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer. Premises Provider agrees to store all card inventories in a limited access, locked room and all stock must be stored in a secured vault "Safe". Premises Provider must maintain the card log provided by Company and must audit the log monthly for compliance. Premises Provider must provide a copy of the log to card issuer within 5 business days upon request.

10. **Money Transmitter Laws.** Premises Provider agrees to the following procedures:
    a) For transaction greater than $3,000 ($1,000 in AZ, NM, OK) – Company will collect additional information as required by law and no transactions will be accepted unless the information is collected.
    b) For transaction greater than $10,000 – Company is required to obtain a signed CTR (Currency Transaction Report) from the Sender. No transactions will be accepted unless the signed CTR is received.
    c) If Company encounters suspicious activity, Premises Provider agrees to provide support and information for reporting such transactions to FinCEN (Financial Crimes Enforcement Network operated by the US Treasury).

11. **Overpayments/Underpayments.** Company will transmit all payments made through the Service (net of Company Fees) to the Customer. Company is not responsible for collecting any additional funds due to the Customer. All refunds will be conducted through the Customer's established refund process.