

# Tom Green County



113 W. Beauregard Ave.  
San Angelo, Texas 76903  
325-659-6500/Fax 325-659-5441

## RFP 23-009 INMATE PHONE AND VIDEO VISITATION

3/24/2023

### ADDENDUM NO 1:

Notice to Vendors:

THIS ADDENDUM PROVIDES ADDITIONAL INFORMATION AND IS INCORPORATED INTO THE SCOPE OF WORK. INCLUDE THIS SIGNED ADDENDUM WITH YOUR RESPONSE.

**1. PROPOSAL DUE DATE IS EXTENDED TO FRIDAY APRIL 14, 2023 at 2:00 p.m.**

Friday, April 7, 2023 is a County Holiday. The deadline to ask for clarification of these responses will be extended until Wednesday, March 29, 2023 and all final addenda will be posted by Friday, March 31, 2023

**2. Would the County agree to accept an electronic signature for this proposal response from an executive of the company who is authorized to bind the company in lieu of an ink signature?**

Response: The County does not have any process in place to accept an electronic submission. Respondents will need to adhere to the proposal instructions.

**3. When submitting the bids, do we put the original signed document in an envelope by itself and put the three copies in a separate envelope or do all documents go in the same sealed envelope?**

Response: Your proposal submission must be received sealed and clearly marked with the proposal name and number on the outside of your package. Upon opening, the County must be able to clearly identify which is your original and which are copies, clearly labeled as such. It is recommended to place each copy or the original in its own envelope or binding.

**4. What is the County's go-live date for all services?**

Response: The implementation schedule will be negotiated with the successful offeror with the services implemented as soon as possible after award.

**5. Regarding the Cost Proposal, are vendors allowed to modify the tables provided for our offer (such as add additional rows or columns) to include additional line items or services included in our offer?**

Response: Yes.

**6. Will the County please confirm that fees, such as those listed in J. Cost of Services/Commission (page 5) Offer item a., while they must be disclosed as part of the RFP response, will not be evaluated.**

Response: Any and all costs and fees may be considered in the evaluation.

7. Would the County please provide a copy of the agreement/contract and all related amendments the County has executed with its incumbent Inmate Phone, Video Visitation, Electronic Messaging and Tablet provider GTL/ViaPath?  
**Response: Summary Commission reports for telephone and tablets, contract copies with amendments are attached.**
8. Would the County please provide their current ITS call and commission rates for each applicable call category/tariff type identified in the table below?  
**RESPONSE: Attached.**
9. Would the County please provide their current VVS call and commission rates for each applicable call category/type identified in the table below?:  
**RESPONSE: Attached.**
10. Would the County please provide the monthly Revenue/Commission Statements, relative to the ITS from the incumbent provider, covering the most recent 6-Month period?  
**RESPONSE: Attached**
11. Would the County please provide the monthly Revenue/Commission Statements, relative to the VVS from the incumbent provider, covering the most recent 6-Month period?  
**RESPONSE: Attached**
12. Would the County please provide the average daily population (ADP) for the same 6-month period of the ITS, VVS and miscellaneous tablet service monthly Revenue/Commission Statements requested?  
**RESPONSE: 493**
13. Would the County Please provide a breakdown of the inmate population, in percentages or actual numbers, by local, DOC, or other agency?  
**RESPONSE: 1 USM prisoner, 19 housed for other local counties. All others are local.**
14. Do the existing visitation kiosks use Cat 5 or Cat 6 cable? Will the successful vendor be able to reuse the current in pod kiosk solution's cabling?  
**RESPONSE: Cat 6; yes, the cabling belongs to the County.**
15. Would the County please provide the quantity tablet devices and charging stations currently installed/available to inmates? Also, would the County please advise if they are seeking additional inmate tablet tablets and charging stations?  
**RESPONSE: In RFP as attachment 2. Number of tablets and charging stations dependent upon negotiated ratio, but yes additional tablets are sought.**
16. Page #24 of the RFP, item #49 identifies "**Proposal Security**" requirements. This requirement states that "*If the proposal exceeds \$100,000, the submission must be accompanied by a Surety Bond, Certified and/or Cashier's Check (on a solvent bank in the State of Texas, or with a surety company authorized to do business in this state) drawn to the order of the OWNER in the sum of not less than five per cent (5%) of the total amount of the proposal. The proposal bond must be executed by a surety meeting the requirements set forth in stated conditions. The bond shall be made payable without condition to Tom Green County, Texas, hereinafter referred to as OWNER. The bond may be retained by and shall be forfeited to the OWNER as liquidated damages if the proposal is accepted and a contract based thereon is awarded and the Offeror should fail to fulfill contract in the form prescribed, with legally responsible sureties, within thirty (30) days after such award is made by OWNER.*" If a vendor is proposing a solution that will be provided at **no cost** (\$0.00) to the County, is the vendor still required to submit a "**Proposal Security**" (i.e. Surety Bond; Certified and/or Cashier's Check)? If a vendor proposing a **no cost** solution to the County is still required to provide a "**Proposal Security**," what value(s) should the vendor use to determine/calculate the amount of the security to be provided?  
**RESPONSE: Proposal Security will not be required. Performance or Payment Bonds will also not be required (# 51.).**



17. After the first round of questions is answered, will the County accept additional questions if clarification is needed for any of the County's responses?  
**RESPONSE:** Clarification requests to a question answered will be allowed until Wednesday, March 29, 2023. New questions will not be answered.
18. Do commissions from this contract go to the Inmate Welfare Fund, the Sheriff's Office's discretionary fund, or the County general fund?  
**RESPONSE:** It is dependent upon the source of the purchase. Revenue generated from services purchased by the inmate through their commissary account is placed in the inmate trust fund. All other revenue is deposited in the General Fund.
19. Will the County allow vendors to submit multiple cost proposals/financial offers?  
**RESPONSE:** Yes. However, proposer must identify which one is the proposal submitted as the first option, and which are alternate offers.
20. Please provide the schedule in which the inmates have access to inmate phones.  
**Response:** Inmate phone access is between 5:00 a.m. and midnight
21. What limits does the County place, if any, on the use of the services in this RFP – maximum number of onsite visits allowed per week (or other interval), remote visits per week, calls per week, minutes per call/visit, etc.?  
**Response:** Each inmate is permitted 2 in-person, 20-minute visits per week at no cost. Frequency and duration of phone calls and tablet visits are not restricted.
22. Do you have a preference for video visitation to be provided by tablets or kiosks?  
**Response:** Tablets. 6,711 tablet visits were completed in the month of February 2023.
23. Do families have to schedule face to face visitation with the jail or can family members show up to the facility for visitation?  
**Response:** The visitor will present themselves on the day of the visit to register and be assigned a time. Currently registration is from 8:30-9:30 a.m. for morning visitations between 9:00-11:00 a.m. and evening registration is between 6:30-7:30 p.m. with visitations between 7:00-9:00 p.m.
24. Section 10. Page 15. Evaluation Criteria and Factors  
Evaluation Criteria Scoring Methodology Pricing | Cost Evaluation | (Lowest Submitted Price/Proposed Price) x Total Possible Points = Points Received
- Will the County please confirm that the above formula is based on the rates? If that is correct, will this formula be applied for each service and then added up together?
  - If the answer to the above is "correct", then what are the points for each of the 4 categories to equal total maximum points of 30?
  - If the answer to the above is "not correct" what is the formula?
- Response:** Any and all commissions, rates, and fees may be included in this evaluation category. The Cost Evaluation formula in the Evaluation Criteria Scoring Methodology does not apply.
25. Commissary Integration – Please provide the name and contact information for the current commissary vendor.  
**Response:** Aramark Correctional Services LLC.  
Wendy Wolff, Regional Vice President, West Region (913)-449-4096 wolff-wendy@aramark.com
26. Are calling cards being used today? If so, how are they purchased and given to the inmate?  
**Response:** Yes, calling cards may be purchased and distributed through the inmate commissary account.

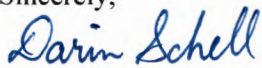
27. Section G on RFP p. 10 stated the County requires the tablets to "Provide free access to the law library.." Do you have a subscription of the law library service today, or is the vendor expected to provide the law library subscription?

**Response: The County provides the law library subscription.**

28. Can the County consider an initial contract term longer than one year? The contracted services require a large upfront capital investment and installation effort. Guaranteeing a term of three to five years will ensure that vendors can amortize their investment over a longer period, resulting in substantially more attractive financial terms for the County. In the unlikely event of a vendor's poor performance, the County would always have the option to cancel the contract early under its Termination for Default contract section.

**Response: Contract term will be as specified in the request for proposal. It would be the County's usual course of business to exercise available renewals with satisfactory vendor performance.**

Sincerely,



Darin Schell  
Senior Buyer

---

Company

---

Date

---

Signature

---

Please Print Name and Title

## Summary Commission Report

**Tom Green County TX**  
**August 2022**  
**( 08/01/2022 to 08/31/2022 )**

2609 Cameron St  
 Mobile, AL 36607

**Facility:** Tom Green County TX-Adult Detention  
**Supplier Code:** V000003534  
**Cost Center:** 5983

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Debit Interstate Interlata	11,081	97.77%	58,519	98.36%	\$12,288.99	97.68%	\$0.070 per minute	\$4,096.33
Debit Intrastate Interlata	99	0.87%	527	0.89%	\$110.67	0.88%	\$0.20 per minute	\$105.40
Debit Intrastate Intralata	5	0.04%	11	0.02%	\$4.49	0.04%	\$0.20 per minute	\$2.20
Debit Local	149	1.31%	435	0.73%	\$176.99	1.41%	\$0.20 per minute	\$87.00
<b>Totals:</b>	<b>11,334</b>	<b>100.00%</b>	<b>59,492</b>	<b>100.00%</b>	<b>\$12,581.14</b>	<b>100.00%</b>		<b>\$4,290.93</b>

**Supplier Code:** V000003535  
**Cost Center:** 5983

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	8,511	92.89%	63,731	92.40%	\$13,383.51	91.59%	\$0.070 per minute	\$4,461.17
Advance Pay Intrastate Interlata	37	0.40%	173	0.25%	\$36.33	0.25%	\$0.20 per minute	\$34.60
Advance Pay Local	143	1.56%	566	0.82%	\$230.42	1.58%	\$0.20 per minute	\$113.20
Advance Pay One Call Interstate Interlata	443	4.84%	4,364	6.33%	\$916.44	6.27%	\$0.070 per minute	\$305.48
Advance Pay One Call Intrastate Interlata	4	0.04%	52	0.08%	\$10.92	0.07%	\$0.20 per minute	\$10.40
Advance Pay One Call Local	2	0.02%	27	0.04%	\$10.99	0.08%	\$0.20 per minute	\$5.40
Collect Intrastate Interlata	1	0.01%	5	0.01%	\$1.05	0.01%	\$0.20 per minute	\$1.00
Collect Local	21	0.23%	55	0.08%	\$22.39	0.15%	\$0.20 per minute	\$11.00
<b>Totals:</b>	<b>9,162</b>	<b>100.00%</b>	<b>68,973</b>	<b>100.00%</b>	<b>\$14,612.05</b>	<b>100.00%</b>		<b>\$4,942.25</b>

Any questions about this report? Contact Lisa Ferguson @ (251) 338-8859 ext. 5224 or lferguson@gtl.net

## Summary Commission Report

**Tom Green County TX**  
**September 2022**  
 ( 09/01/2022 to 09/30/2022 )

2609 Cameron St  
 Mobile, AL 36607

**Facility:** Tom Green County TX-Adult Detention  
**Supplier Code:** V000003534  
**Cost Center:** 5983

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Debit Interstate Interlata	12,627	97.33%	65,989	97.17%	\$13,857.69	95.70%	\$0.070 per minute	\$4,619.23
Debit Intrastate Interlata	148	1.14%	817	1.20%	\$171.57	1.18%	\$0.20 per minute	\$163.40
Debit Local	198	1.53%	1,108	1.63%	\$450.97	3.11%	\$0.20 per minute	\$221.60
<b>Totals:</b>	<b>12,973</b>	<b>100.00%</b>	<b>67,914</b>	<b>100.00%</b>	<b>\$14,480.23</b>	<b>100.00%</b>		<b>\$5,004.23</b>

**Supplier Code:** V000003535  
**Cost Center:** 5983

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	8,135	90.68%	58,372	89.60%	\$12,258.12	88.05%	\$0.070 per minute	\$4,086.04
Advance Pay Intrastate Interlata	69	0.77%	354	0.54%	\$74.34	0.53%	\$0.20 per minute	\$70.80
Advance Pay Local	265	2.95%	1,089	1.67%	\$443.31	3.18%	\$0.20 per minute	\$217.80
Advance Pay One Call Interstate Interlata	472	5.26%	5,145	7.90%	\$1,080.45	7.76%	\$0.070 per minute	\$360.15
Advance Pay One Call Intrastate Interlata	4	0.04%	39	0.06%	\$8.19	0.06%	\$0.20 per minute	\$7.80
Advance Pay One Call Local	13	0.14%	117	0.18%	\$47.65	0.34%	\$0.20 per minute	\$23.40
Collect Intrastate Interlata	10	0.11%	22	0.03%	\$4.62	0.03%	\$0.20 per minute	\$4.40
Collect Local	3	0.03%	12	0.02%	\$4.89	0.04%	\$0.20 per minute	\$2.40
<b>Totals:</b>	<b>8,971</b>	<b>100.00%</b>	<b>65,150</b>	<b>100.00%</b>	<b>\$13,921.57</b>	<b>100.00%</b>		<b>\$4,772.79</b>

Any questions about this report? Contact Lisa Ferguson @ (251) 338-8859 ext. 5224 or lferguson@gtl.net

## Summary Commission Report

**Tom Green County TX**

**October 2022**

( 10/01/2022 to 10/31/2022 )

2609 Cameron St  
Mobile, AL 36607

**Facility:** Tom Green County TX-Adult Detention

**Supplier Code:** V000003534

**Cost Center:** 5983

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Debit Interstate Interlata	9,891	97.19%	51,663	97.43%	\$10,849.23	96.63%	\$0.070 per minute	\$3,616.41
Debit Intrastate Interlata	167	1.64%	891	1.68%	\$187.11	1.67%	\$0.20 per minute	\$178.20
Debit Intrastate Intralata	5	0.05%	41	0.08%	\$16.69	0.15%	\$0.20 per minute	\$8.20
Debit Local	114	1.12%	430	0.81%	\$175.02	1.56%	\$0.20 per minute	\$86.00
<b>Totals:</b>	<b>10,177</b>	<b>100.00%</b>	<b>53,025</b>	<b>100.00%</b>	<b>\$11,228.05</b>	<b>100.00%</b>		<b>\$3,888.81</b>

**Supplier Code:** V000003535

**Cost Center:** 5983

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	8,099	91.12%	59,731	89.97%	\$12,543.51	88.91%	\$0.070 per minute	\$4,181.17
Advance Pay Intrastate Interlata	92	1.04%	586	0.88%	\$123.06	0.87%	\$0.20 per minute	\$117.20
Advance Pay Local	192	2.16%	689	1.04%	\$280.45	1.99%	\$0.20 per minute	\$137.80
Advance Pay One Call Interstate Interlata	488	5.49%	5,199	7.83%	\$1,091.79	7.74%	\$0.070 per minute	\$363.93
Advance Pay One Call Intrastate Interlata	3	0.03%	35	0.05%	\$7.35	0.05%	\$0.20 per minute	\$7.00
Advance Pay One Call Local	14	0.16%	152	0.23%	\$61.88	0.44%	\$0.20 per minute	\$30.40
Adjustment					(\$227.01)			(\$65.47)
<b>Totals:</b>	<b>8,888</b>	<b>100.00%</b>	<b>66,392</b>	<b>100.00%</b>	<b>\$13,881.03</b>	<b>100.00%</b>		<b>\$4,772.03</b>

Any questions about this report? Contact Lisa Ferguson @ (251) 338-8859 ext. 5224 or lferguson@gtl.net

## Summary Commission Report

**Tom Green County TX**  
**November 2022**  
 ( 11/01/2022 to 11/30/2022 )

2609 Cameron St  
 Mobile, AL 36607

**Facility:** Tom Green County TX-Adult Detention  
**Supplier Code:** V000003534  
**Cost Center:** 5983

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Debit Interstate Interlata	8,924	97.15%	43,365	97.61%	\$9,106.65	96.84%	\$0.070 per minute	\$3,035.55
Debit Intrastate Interlata	126	1.37%	684	1.54%	\$143.64	1.53%	\$0.20 per minute	\$136.80
Debit Intrastate Intralata	6	0.07%	34	0.08%	\$13.83	0.15%	\$0.20 per minute	\$6.80
Debit Local	130	1.42%	344	0.77%	\$140.01	1.49%	\$0.20 per minute	\$68.80
<b>Totals:</b>	<b>9,186</b>	<b>100.00%</b>	<b>44,427</b>	<b>100.00%</b>	<b>\$9,404.13</b>	<b>100.00%</b>		<b>\$3,247.95</b>

**Supplier Code:** V000003535  
**Cost Center:** 5983

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	6,893	91.61%	49,171	91.29%	\$10,325.91	90.33%	\$0.070 per minute	\$3,441.97
Advance Pay Intrastate Interlata	67	0.89%	394	0.73%	\$82.74	0.72%	\$0.20 per minute	\$78.80
Advance Pay Intrastate Intralata	2	0.03%	12	0.02%	\$4.89	0.04%	\$0.20 per minute	\$2.40
Advance Pay Local	189	2.51%	540	1.00%	\$219.74	1.92%	\$0.20 per minute	\$108.00
Advance Pay One Call Interstate Interlata	362	4.81%	3,693	6.86%	\$775.53	6.78%	\$0.070 per minute	\$258.51
Advance Pay One Call Local	11	0.15%	54	0.10%	\$21.99	0.19%	\$0.20 per minute	\$10.80
Adjustment					(\$89.08)			(\$25.61)
<b>Totals:</b>	<b>7,524</b>	<b>100.00%</b>	<b>53,864</b>	<b>100.00%</b>	<b>\$11,341.72</b>	<b>100.00%</b>		<b>\$3,874.87</b>

Any questions about this report? Contact Lisa Ferguson @ (251) 338-8859 ext. 5224 or lferguson@gtl.net



## Summary Commission Report

**Tom Green County TX**  
**December 2022**  
 ( 12/01/2022 to 12/31/2022 )

2609 Cameron St  
 Mobile, AL 36607

**Facility:** Tom Green County TX-Adult Detention  
**Supplier Code:** V000003534  
**Cost Center:** 5983

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Debit Interstate Interlata	8,839	94.91%	42,658	95.21%	\$8,958.18	93.97%	\$0.070 per minute	\$2,986.06
Debit Intrastate Interlata	257	2.76%	1,510	3.37%	\$317.10	3.33%	\$0.20 per minute	\$302.00
Debit Intrastate Intralata	10	0.11%	40	0.09%	\$16.29	0.17%	\$0.20 per minute	\$8.00
Debit Local	204	2.19%	590	1.32%	\$240.19	2.52%	\$0.20 per minute	\$118.00
Debit Mexico	3	0.03%	8	0.02%	\$1.49	0.02%	\$0.070 per minute	\$0.56
<b>Totals:</b>	<b>9,313</b>	<b>100.00%</b>	<b>44,806</b>	<b>100.00%</b>	<b>\$9,533.25</b>	<b>100.00%</b>		<b>\$3,414.62</b>

**Supplier Code:** V000003535  
**Cost Center:** 5983

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	7,625	91.89%	56,495	90.93%	\$11,863.95	90.05%	\$0.070 per minute	\$3,954.65
Advance Pay Intrastate Interlata	49	0.59%	196	0.32%	\$41.16	0.31%	\$0.20 per minute	\$39.20
Advance Pay Intrastate Intralata	8	0.10%	43	0.07%	\$17.51	0.13%	\$0.20 per minute	\$8.60
Advance Pay Local	142	1.71%	481	0.77%	\$195.73	1.49%	\$0.20 per minute	\$96.20
Advance Pay One Call Interstate Interlata	458	5.52%	4,797	7.72%	\$1,007.37	7.65%	\$0.070 per minute	\$335.79
Advance Pay One Call Local	16	0.19%	120	0.19%	\$48.84	0.37%	\$0.20 per minute	\$24.00
<b>Totals:</b>	<b>8,298</b>	<b>100.00%</b>	<b>62,132</b>	<b>100.00%</b>	<b>\$13,174.56</b>	<b>100.00%</b>		<b>\$4,458.44</b>

Any questions about this report? Contact Lisa Ferguson @ (251) 338-8859 ext. 5224 or lferguson@gtl.net

## Summary Commission Report

**Tom Green County TX**  
**January 2023**  
 ( 01/01/2023 to 01/31/2023 )

2609 Cameron St  
 Mobile, AL 36607

**Facility:** Tom Green County TX-Adult Detention  
**Supplier Code:** V000003534  
**Cost Center:** 5983

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Debit Canada	2	0.02%	2	0.00%	\$0.42	0.00%	\$0.070 per minute	\$0.14
Debit Interstate Interlata	8,750	96.32%	43,336	96.17%	\$9,100.56	95.33%	\$0.070 per minute	\$3,033.52
Debit Intrastate Interlata	96	1.06%	715	1.59%	\$150.15	1.57%	\$0.20 per minute	\$143.00
Debit Intrastate Intralata	11	0.12%	15	0.03%	\$6.12	0.06%	\$0.20 per minute	\$3.00
Debit Local	111	1.22%	406	0.90%	\$165.22	1.73%	\$0.20 per minute	\$81.20
Debit Mexico	114	1.25%	589	1.31%	\$124.20	1.30%	\$0.070 per minute	\$41.23
<b>Totals:</b>	<b>9,084</b>	<b>100.00%</b>	<b>45,063</b>	<b>100.00%</b>	<b>\$9,546.67</b>	<b>100.00%</b>		<b>\$3,302.09</b>

**Supplier Code:** V000003535  
**Cost Center:** 5983

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	7,255	89.71%	55,730	87.98%	\$11,703.30	87.10%	\$0.070 per minute	\$3,901.10
Advance Pay Intrastate Interlata	24	0.30%	65	0.10%	\$13.65	0.10%	\$0.20 per minute	\$13.00
Advance Pay Local	178	2.20%	658	1.04%	\$267.83	1.99%	\$0.20 per minute	\$131.60
Advance Pay One Call Interstate Interlat	626	7.74%	6,852	10.82%	\$1,438.92	10.71%	\$0.070 per minute	\$479.64
Advance Pay One Call Intrastate Interlat	1	0.01%	11	0.02%	\$2.31	0.02%	\$0.20 per minute	\$2.20
Advance Pay One Call Intrastate Intralat	1	0.01%	7	0.01%	\$2.85	0.02%	\$0.20 per minute	\$1.40
Advance Pay One Call Local	1	0.01%	15	0.02%	\$6.11	0.05%	\$0.20 per minute	\$3.00
Collect Local	1	0.01%	5	0.01%	\$2.04	0.02%	\$0.20 per minute	\$1.00
<b>Totals:</b>	<b>8,087</b>	<b>100.00%</b>	<b>63,343</b>	<b>100.00%</b>	<b>\$13,437.01</b>	<b>100.00%</b>		<b>\$4,532.94</b>

Any questions about this report? Contact Lisa Ferguson @ (251) 338-8859 ext. 5224 or lferguson@gtl.net



## Monthly Tablet Commission Report

(08/01/2022 - 08/31/2022)

### Tom Green County Jail - TX (12193)

4382 N US Hwy 277

San Angelo, TX 76905

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2022-08	Tablet Session	Educational	2,207	34,084	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-08	Tablet Session	Free	14,235	27,417	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-08	Tablet Session	Free R/G	334	977	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-08	Tablet Session	Law Library	831	12,056	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-08	Tablet Session	Promotional	27,476	83,942	\$0.03 per minute	\$2,518.26	25.00% of Revenue	\$629.57
2022-08	Tablet Session	Standard	15,637	248,695	\$0.05 per minute	\$12,434.75	25.00% of Revenue	\$3,108.69
2022-08	Tablet Video Visit	VVS Free	2,981	28,690	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-08	Tablet Video Visit	VVS Paid	3,371	39,551	\$0.35 per minute	\$13,842.85	25.00% of Revenue	\$3,460.71
		<b>Total</b>	<b>67,072</b>	<b>475,412</b>		<b>\$28,795.86</b>		<b>\$7,198.97</b>



## Monthly Tablet Commission Report

(09/01/2022 - 09/30/2022)

### Tom Green County Jail - TX (12193)

4382 N US Hwy 277

San Angelo, TX 76905

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2022-09	Tablet Session	Educational	1,994	28,329	\$0.00 per minute	\$0.00	25.0% of Revenue	\$0.00
2022-09	Tablet Session	Free	12,053	24,371	\$0.00 per minute	\$0.00	25.0% of Revenue	\$0.00
2022-09	Tablet Session	Free R/G	388	989	\$0.00 per minute	\$0.00	25.0% of Revenue	\$0.00
2022-09	Tablet Session	Law Library	771	10,075	\$0.00 per minute	\$0.00	25.0% of Revenue	\$0.00
2022-09	Tablet Session	Promotional	24,906	77,942	\$0.03 per minute	\$2,338.26	25.0% of Revenue	\$584.57
2022-09	Tablet Session	Standard	16,277	252,533	\$0.05 per minute	\$12,626.65	25.0% of Revenue	\$3,156.66
2022-09	Tablet Video Visit	VVS Free	2,773	25,895	\$0.00 per minute	\$0.00	25.0% of Revenue	\$0.00
2022-09	Tablet Video Visit	VVS Paid	3,328	38,792	\$0.35 per minute	\$13,573.70	25.0% of Revenue	\$3,393.43
		<b>Total</b>	<b>62,490</b>	<b>458,926</b>		<b>\$28,538.61</b>		<b>\$7,134.65</b>





## Monthly Tablet Commission Report

(10/01/2022 - 10/31/2022)

### Tom Green County Jail - TX (12193)

4382 N US Hwy 277

San Angelo, TX 76905

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2022-10	Tablet Session	Educational	2,364	37,365	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-10	Tablet Session	Free	12,972	26,605	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-10	Tablet Session	Free R/G	389	1,099	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-10	Tablet Session	Law Library	850	9,849	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-10	Tablet Session	Promotional	24,271	71,089	\$0.03 per minute	\$2,132.67	25.00% of Revenue	\$533.17
2022-10	Tablet Session	Standard	17,194	266,781	\$0.05 per minute	\$13,339.05	25.00% of Revenue	\$3,334.76
2022-10	Tablet Video Visit	VVS Free	2,815	27,741	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-10	Tablet Video Visit	VVS Paid	3,626	42,480	\$0.35 per minute	\$14,868.00	25.00% of Revenue	\$3,717.00
		<b>Total</b>	<b>64,481</b>	<b>483,009</b>		<b>\$30,339.72</b>		<b>\$7,584.93</b>



## Monthly Tablet Commission Report

(11/01/2022 - 11/30/2022)

### Tom Green County Jail - TX (12193)

4382 N US Hwy 277

San Angelo, TX 76905

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2022-11	Tablet Session	Educational	1,822	27,989	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-11	Tablet Session	Free	11,687	24,398	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-11	Tablet Session	Free R/G	369	1,318	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-11	Tablet Session	Law Library	764	10,969	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-11	Tablet Session	Promotional	22,200	68,639	\$0.03 per minute	\$2,059.17	25.00% of Revenue	\$514.79
2022-11	Tablet Session	Standard	15,139	238,351	\$0.05 per minute	\$11,917.55	25.00% of Revenue	\$2,979.39
2022-11	Tablet Video Visit	VVS Free	3,009	28,023	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-11	Tablet Video Visit	VVS Paid	3,073	36,110	\$0.35 per minute	\$12,638.50	25.00% of Revenue	\$3,159.63
		<b>Total</b>	<b>58,063</b>	<b>435,797</b>		<b>\$26,615.22</b>		<b>\$6,653.81</b>



## Monthly Tablet Commission Report

(12/01/2022 - 12/31/2022)

### Tom Green County Jail - TX (12193)

4382 N US Hwy 277

San Angelo, TX 76905

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2022-12	Tablet Session	Educational	2,084	32,180	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-12	Tablet Session	Free	12,945	26,201	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-12	Tablet Session	Free R/G	315	1,031	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-12	Tablet Session	Law Library	713	10,318	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-12	Tablet Session	Promotional	22,941	75,058	\$0.03 per minute	\$2,251.71	25.00% of Revenue	\$562.93
2022-12	Tablet Session	Standard	15,378	258,521	\$0.05 per minute	\$12,926.05	25.00% of Revenue	\$3,231.51
2022-12	Tablet Video Visit	VVS Free	2,694	27,250	\$0.00 per minute	\$0.00	25.00% of Revenue	\$0.00
2022-12	Tablet Video Visit	VVS Paid	2,966	37,062	\$0.35 per minute	\$12,977.30	25.00% of Revenue	\$3,244.33
		<b>Total</b>	<b>60,036</b>	<b>467,621</b>		<b>\$28,155.06</b>		<b>\$7,038.77</b>



## Monthly Tablet Commission Report

(01/01/2023 - 01/31/2023)

### Tom Green County Jail - TX (12193)

4382 N US Hwy 277

San Angelo, TX 76905

Month	Product	Product Type	Item Count	Minutes	Pricing Rate	Revenue	Commission Rate	Commission Amount
2023-01	Tablet Session	Educational	1,960	29,763	\$0.00 per minute	\$0.00	25.0% of Revenue	\$0.00
2023-01	Tablet Session	Free	12,486	25,887	\$0.00 per minute	\$0.00	25.0% of Revenue	\$0.00
2023-01	Tablet Session	Free R/G	365	1,152	\$0.00 per minute	\$0.00	25.0% of Revenue	\$0.00
2023-01	Tablet Session	Law Library	745	10,291	\$0.00 per minute	\$0.00	25.0% of Revenue	\$0.00
2023-01	Tablet Session	Promotional	24,441	78,345	\$0.03 per minute	\$2,350.35	25.0% of Revenue	\$587.59
2023-01	Tablet Session	Standard	14,549	238,577	\$0.05 per minute	\$11,928.85	25.0% of Revenue	\$2,982.21
2023-01	Tablet Video Visit	VVS Free	2,886	29,662	\$0.00 per minute	\$0.00	25.0% of Revenue	\$0.00
2023-01	Tablet Video Visit	VVS Paid	2,912	36,040	\$0.35 per minute	\$12,614.00	25.0% of Revenue	\$3,153.50
		<b>Total</b>	<b>60,344</b>	<b>449,717</b>		<b>\$26,893.20</b>		<b>\$6,723.30</b>



#10

## 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 **Tom Green County**, with an address of 112 W. Beauregard, San Angelo, Tom Green County, TX 76903 (the "Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). This Agreement is binding upon execution of the named Parties as of the last date signed by the Parties ("Effective Date").

1. **Services.** This Agreement applies to the supply, installation, management, operation, and maintenance of equipment and services at Premises Provider locations, whether existing, newly installed, or renovated ("Facilities") as listed and described in each of the attached Service Schedules (collectively, the "Services"). Each Service listed in the Service Schedules contains specific terms and conditions which shall be incorporated by reference into this Agreement. The Service Schedules indicated below are incorporated into this Agreement:
  - Inmate Telephone Services
  - Enhanced Services - IP-Enabled Tablets
2. **Service Schedules.** Any Affiliate may provide services in its own name under a Service Schedule and such Service Schedule will be considered a separate, but associated, contract incorporating this Agreement and the Terms and Conditions; provided, however, that Company shall be responsible for its Affiliates' performance pursuant to its applicable Service Schedule. The Affiliate listed in a specific Service Schedule is only responsible for the performance of the Services set forth in that Service Schedule, and is not responsible for performance of any other Affiliate's obligations under the Agreement or any other Service Schedule.
3. **Term.** This Agreement shall be in effect for three (3) years, commencing from the Effective Date ("Term") of June 23, 2019. 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 two (2) year terms (each a "Renewal Term").
4. **Entire Agreement.** This Agreement consists of the attached Terms and Conditions, all Service Schedules appended hereto, and the Company's international, interstate, and intrastate tariffs and published rates, terms, and conditions (collectively, "Tariffs") that may govern the Services, which are incorporated by reference into the Agreement. This Agreement constitutes the entire agreement between Premises Provider and the Company, and supersedes all other agreements between the Parties pertaining to the subject matter hereof. Company may modify the Tariffs and/or required website disclosures from time to time, and any modification will be binding on the Parties upon the effective date of such revision. If a conflict arises, the order of precedence is: (i) Tariffs and or website disclosures to the extent they are required to take precedence by law; and (ii) this Agreement. In the event of a conflict or inconsistency between the terms set forth in the Agreement including the Terms and Conditions and a Service Schedule, the terms of the Service Schedule shall control.
5. **Notices.** Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either Party, must be in writing, and shall be delivered personally or by a recognized commercial overnight mail carrier to the respective Parties to the addresses below. Notices, including notice of change of contact information, shall be effective upon delivery.

**To Company:**  
Global Tel\*Link Corporation  
12021 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

Phone: (703) 955-3911  
ATTN: Legal Department

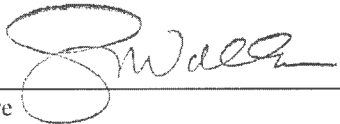
**To Premises Provider:**  
Tom Green County  
113 West Beauregard  
2<sup>nd</sup> Floor  
San Angelo, TX 79603  
Phone: (325) 659-6521  
ATTN: County Auditor

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

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

Company

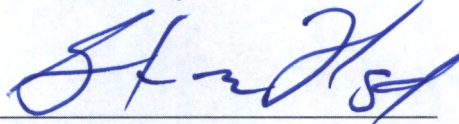
Global Tel\*Link Corporation  
on behalf of itself and its affiliates

  
\_\_\_\_\_  
Signature

Name: Jonathan Walker  
Title: EVP - Business Development  
Date: 3/8/2019

Premises Provider

Tom Green County

  
\_\_\_\_\_  
Signature

Name: Stephen C. Floyd  
Title: County Judge  
Date:



## Terms and Conditions

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

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

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

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

3. **Further Assurances.** Premises Provider represents and warrants that it has the legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility. During the term of this Agreement, including any renewal period(s) and extensions, Premises Provider agrees:

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

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

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

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

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 arising from 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 AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT SERVICES SHALL BE UNINTERRUPTED, ERROR FREE, OR THAT ALL ERRORS MAY BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF THE SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

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

recordings to respond to legal requests, to provide the Services under this Agreement, and for other lawful business purposes.

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 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 State of Texas, 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 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. 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 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					
Workstations	Inmate Phones	Visitation Phones	Video Visitation (Existing Jail)	Video Visitation (New Jail)	Platform
1	44 (Existing) 54 (New jail)	72 (New jail)	26 Inmate Flex 8 Friends/Family	19 Attorney Flex	ICMv

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 Debt Calling
Hot Alert
Audit Tools
TDD/TTY Capability
Call Prompts in English and Spanish
GTL Additional Features
Automated PIN Interface to Odyssey (existing)
VRS service provided through either one (1) Flex unit or, if available, via tablet
One Visitation Registration Kiosk
Call IQ Basic
Phone IQ
Called Party IQ
Voice IQ (Initial)
Location IQ (as available from carriers)
External IVR
Inmate Voicemail
Unlimited Reverse Number Lookup
Commissary Order by Phone (if desired)
ConnectNetwork Web/IVR
Advance Pay One Call \$6.25

Premises Provider currently has existing Phones and Video Visitation equipment installed at Premises Provider's facility ("Existing Jail"). In addition, Premises Provider has indicated the intention to open a new facility ("New Jail"). Company will continue to provide services for the Existing Jail and will cease providing these existing services and install new equipment and devices once the new facility is opened.



The term "equipment" in this Service Schedule includes the items listed in this Section I of this Schedule and include the inmate telephone set(s) and related equipment, including, but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of Company are installed at the Facility owned or controlled by Premises Provider or any of its agencies or affiliates, such property shall remain in all respects that of Company. Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of Service. Company shall not exercise such a right of removal or relocation unreasonably. Company shall notify Premises Provider in writing of its intention to remove or relocate equipment prior to such action. Upon removal of equipment by the Company, Company shall restore said premises to its original condition, ordinary wear and tear excepted; however, Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. Premises Provider may not make alterations or attachments to the Equipment provided under this Agreement, unless otherwise mutually agreed upon by the Parties.

### **2. Inmate Telephone Services.**

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

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

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

### **3. Compensation.**

Remuneration shall be **twenty cents (\$0.20) per minute** on completed collect prepaid and debit intrastate telephone calls made using the ITS and shall be paid within forty-five (45) days following the month in which the call took place. No commission or other compensation shall be paid on completed interstate telephone calls made using the ITS.

All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premise Provider.

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.

**Tom Green County  
113 W. Beauregard  
2<sup>nd</sup> Floor  
San Angelo, TX 79603  
Attn: County Treasurer**



**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: \$0.407 per minute of use.
- d) International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: Rates published on the Company website.

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

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

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

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

**7. Additional Terms**

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

- b. Exclusivity. Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right.



**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), including the failure by Company to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

Location	Location Description	# of Tablets
3262 US 277 N, San Angelo	New Jail	TBD – Company will provide access to tablets for every eligible inmate.

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, and circuits to deploy Inmate/Enhanced Services at the agreed upon Locations at no cost to Premises Provider. Company will provide fiber from MDF to IDFs. Company will wire from the closest IDF to face-to-face visitation locations and Premise Provider will provide pull strings/boxes to same locations. Premise Provider will provide Cat 6 cable to all inmate telephone and tablet locations as agreed upon by Parties. Premise Provider agrees to allow Company to utilize their Wireless Access Points (WAP) installed in the facility covered by this agreement.

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, 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 tablet access to every eligible inmate for the Term of the Agreement, subject to the following limitations and conditions. 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 ("Content"). Content will be provided on a per minute basis access. Content will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to add, alter or discontinue any Content.
- ii. **Video Visitation –** Company will make available Remote video visitation via the tablets. Remote video visitation will be provided on a per minute basis access.
- iii. **Lexis-Nexis –** Company will provide access to the Lexis-Nexis Law Library at no charge to the inmates.
- iv. **GTL will provide access to Kahn Academy Lite or equivalent and a web-based Learning Management System at no charge to the inmates that is preloaded with:**
  - GED prep courses (Math, Basic Math, Basic Writing, Literacy, Science, Social Studies)
  - Peace Education Program courses
  - 20 Corrections Rehabilitation Institute (CRI) behavioral and life skills courses
  - 25 Skillsoft Lifeskills/Workplace Leadership Courses
- v. **Inmate Accounts.** All Tablet usage 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) reasonable access to no less than 80% of its eligible inmate to paid Content subject to the payment by the inmate of Content usage 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) facilitate the collection, testing, and re-distribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts for inmates and the use of the accounts for payment of Content usage and video visitation fees ; (5) allow inmate family and friends to make deposits into Inmate Accounts ; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; and (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time. Premise Provider will not allow any third-party to tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

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

- a. Inmate Content Access: \$0.05 per minute
- b. Remote Video Visitation Services: \$0.05 per minute
- c. Replacement Headphones 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 provide)



- iii. \$1.00 per video 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 monthly a sum equal to twenty-five percent (25%) of gross revenue received from the per minute rate charged to inmates for access to the Tablet, including video ("Content Revenue") contingent upon a minimum of eighty percent (80%) of Premises Provider's eligible inmates having reasonable access to the Tablets. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premises Provider.

9. **Additional Terms**

- a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record communication made through the Tablets, and monitor content streamed on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider agrees to indemnify, defend, and hold Company and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline.
- b. **Exclusivity.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right.
- c. **Indemnification**

CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY AND THE STATE OF TEXAS, THEIR AGENTS AND EMPLOYEES, FROM ALL LIABILITY AND DAMAGES ACTIONS, CLAIMS, DEMANDS OR SUITS FOR ANY



AND ALL INJURIES OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY TO THE EXTENT CAUSED BY ANY NEGLIGENCE IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN AND FROM ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER BOTH FEDERAL AND STATE WORKERS COMPENSATION LAWS, TEXAS TORT CLAIMS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, CHAPTER 101), OR ANY OTHER SUCH LAWS. CONTRACTOR SHALL FURTHER SO INDEMNIFY AND BE RESPONSIBLE FOR ALL DAMAGES OR INJURY TO PROPERTY OF ANY CHARACTER TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT, OMISSION OR MISCONDUCT OF CONTRACTOR, CONTRACTOR'S AGENTS OR EMPLOYEES, IN THE MANNER OR METHOD OF EXECUTION OF THE SERVICES HEREIN TO BE PERFORMED; OR FROM FAILURE TO PROPERLY PERFORM THE SERVICES TO THE REQUIRED STANDARD STATED HEREIN; OR FROM DEFECTIVE WORK OR MATERIALS; OR FROM BREACH OF ANY REPRESENTATION OR WARRANTY HEREIN. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO COUNTY. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN COUNTY AND/OR THE STATE OF TEXAS ARE NAMED DEFENDANTS IN ANY LAWSUIT.

**d. 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.



## AMENDMENT # 02 TO MASTER SERVICES AGREEMENT

This Amendment # 02 ("Amendment") takes effect October 26, 2021, or the effective date of the FCC Order (as defined below), whichever is later ("Effective Date"), and amends and revises that certain **Master Services Agreement** dated March 8, 2019, as amended from time to time (the "Agreement"), by and between Global Tel\*Link Corporation on behalf of itself and its Affiliates with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the "Company"), and Tom Green County, TX, with an address of 112 W. Beauregard, San Angelo, Tom Green County, TX 76903 (the "Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

**WHEREAS**, the 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 further provided below.

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

1. Effective October 26, 2021, or the effective date of the FCC Order, whichever is later, the rates and charges for international, interstate, and intrastate inmate telephone service ("ITS") calls and associated ancillary service charges set forth in the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

### **Inmate Telephone Services.**

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

Intrastate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format:  
\$ 0.407 per minute of use.

International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: The Interstate ITS rate set forth above plus the applicable call termination rate for the destination country as published on the Company's website, which may be updated every 3 months in accordance with the FCC Order.

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



The ITS rates set forth above are exclusive of taxes and other amounts collected by the 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 the Company in connection with such programs.

**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 twenty cents (\$0.20) 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 seven cents (\$0.07) per paid minute of usage on every completed interstate and international call which shall be paid within forty-five (45) days following the month in which the call took place. The foregoing commission shall be paid on a one-time basis for each completed billable ITS call, and 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



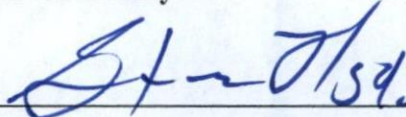
represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

**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**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Premises Provider**  
**Tom Green County**

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 10-26-2021



## AMENDMENT # 03 TO MASTER SERVICES AGREEMENT

This Amendment #03 (“Amendment”) takes effect as of the date signed by all parties listed in this preamble (“Effective Date”), and amends and revises that certain **Master Services Agreement**, dated June 23, 2019, as amended from time to time (the “Agreement”), by and between Global Tel\*Link Corporation d/b/a ViaPath Technologies with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the “Company”), and Tom Green County, TX, with an address of 112 W. Beauregard, San Angelo, Tom Green County, TX 76903 (the “Premises Provider”) (Company and Premises Provider collectively, the “Parties” and each a “Party”). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

**WHEREAS**, the Parties have agreed to renew the Agreement on a month-to-month basis upon expiration of the Term, as further described below; and

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

1. **Section 3. Term** is hereby modified to change the term of the Agreement as follows:

a. **Term** is hereby modified as follows:

- i. The following sentence is hereby deleted, “Unless either Party notifies 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 two (2) year terms (each a “Renewal Term”).
- ii. The following paragraph is hereby added, “Upon expiration of the initial Term (June 23, 2022), this Agreement will automatically renew on a month-to-month basis. Either Party may terminate this Agreement by providing written notice to the other Party at least thirty (30) days in advance.

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.