

PROPOSAL TAB

25P-2416 TELECOMMUNICATION SERVICES - WINNEBAGO COUNTY JAIL

Wednesday, September 10, 2025 - 10:00 AM

Smart Communications Holding, Inc Seminole, FL	Stellar Services Stoughton, WI	ICSolutions Advanced Technology San Antonio, TX	ViaPath Technologies Falls Church, VA
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MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made by and between **Global Tel*Link Corporation d/b/a ViaPath Technologies** (“Company”) on behalf of itself and its subsidiaries and Affiliates (as defined in the attached Terms and Conditions), and the **County of Winnebago, Illinois and the Winnebago County Sheriff’s Office**, with an address of 650 W. State Street, Rockford, Illinois 61102 (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 Service
 - Enhanced Services - IP-Enabled Tablets
 - Enhanced Services – Video Visitation

2. **Service Schedules.** Any Company 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 Company Affiliate listed in a Service Schedule is only responsible for the performance of the Services set forth in that Service Schedule.

3. **Term.** This Agreement shall be in effect for three (3) years, commencing from the Effective Date (“Initial 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 Initial Term or any renewal term, this Agreement shall automatically renew for two (2) additional one (1) 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 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
 d/b/a ViaPath Technologies
 3120 Fairview Park Drive, Suite 300
 Falls Church, VA 22042
 Phone : (703) 955-3911

ATTN : Legal Department

To Premises Provider:

Winnebago County Sheriff's Office
650 W. State Street
Rockford, IL 61102
Phone : (815) 319-6711
ATTN : Superintendent Kevin Ogden or Major Justin Egler

6. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. 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 Agreement on behalf of the Party for which they are signing.

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
d/b/a ViaPath Technologies
on behalf of itself and its Affiliates

By: Kali Runco

Name: Kali Runco

Title: Contracts Manager

Date: 3/26/2026

Premises Provider

County of Winnebago, Illinois

By: Joseph V. Chiarelli

Name: Joseph V. Chiarelli

Title: Winnebago County Board Chairman

Date: 3/26/2026

Winnebago County Sheriff's Office

By: Gary Caruana

Name: Gary Caruana

Title: Winnebago County Sheriff

Date: 03/26/2026

Attested to by: Lori Gummow

Lori Gummow

Winnebago County Clerk

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 with 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 Term(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.

(e) To provide Company with the exclusive right to provide Premises Provider the Services under this Agreement for the period after its termination if Company matches the material financial and service terms and conditions of a bona fide offer of any third party to provide the Services, or any portion thereof, that Premises Provider is prepared to accept (“Third-Party Offer”). Premises Provider shall provide Company with the terms of such Third-Party Offer in writing and no less than ten (10) business days for the Company to exercise its rights under this Section. Upon exercise of this right by Company, this Agreement shall renew with the modified financial and service terms and conditions for the term contemplated in the Third-Party Offer (“Extended Term”).

(f) Except as agreed to by written amendment between parties, if Premise Provider terminates the Agreement for convenience during the Initial three (3) year Term, or any portion thereof, Premise Provider agrees to reimburse Company a prorated amount for the total capital investment for the tablet hardware upgrade in the amount of Two Hundred Seventy-Three Thousand Dollars (\$273,000.00) to be calculated and prorated on a monthly basis as of the date of termination. The prorated amount shall be Seven Thousand Five Hundred Eighty-Three Dollars and Thirty-Three Cents (\$7,583.33) per month for each remaining month through the end of the initial Term.

4. Prison Rape Elimination Act of 2003 (“PREA”). Company will comply with PREA, applicable PREA standards, and the Premises Provider policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the facility. Company acknowledges that, in addition to self-monitoring, the facility may conduct announced or unannounced monitoring to include on-site monitoring. Company’s staff will be required to undergo the facilities PREA training and signoff on training prior to being allowed access to the facility.

5. Confidentiality. To the fullest extent permitted by law, 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. In the event the disclosure request is under the Freedom of Information Act (FOIA), the Party shall identify the applicable

exemption(s) to the FOIA for any denial. 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).

6. Data Exchange. In an effort to facilitate inter-agency cooperation and cross-jurisdictional enhanced security related efficiencies, Premises Provider hereby grants Company the right to access, analyze and disseminate Premises Provider data generated from various data systems at the Facilities (the “Information”) to other law enforcement and correctional agencies for law enforcement and correctional purposes in accordance with the below terms and conditions:

(a) The Premises Provider, as owner of the Information, has elected to allow review of the Information by Company and personnel of other agencies for law enforcement and correctional investigative purposes.

(b) Premises Provider has requested, and Company is willing, to make this remote information exchange capability available to Premises Provider to enable Premises Provider to grant other agencies access to the Information through remote access and analytic tools provided by Company, subject to the terms of this Agreement.

(c) Premises Provider may opt out of this Section at any time upon thirty (30) days written notice to Company. Thereafter, the Information will cease being exchanged with other agencies.

(d) Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the Information or monitoring, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. Company disclaims any responsibility to provide, and has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith.

(e) By granting Premise Provider’s request in this Section, Company would be acting at the direction of

Premises Provider, and Company has no responsibility to advise, and has not advised, Customer on the propriety or lawfulness of providing other agencies access to the Information using the capabilities made available by Company.

(f) This Section is for the sole benefit of Company and Premises Provider and their successors and permitted assigns, and nothing herein expressed or implied will give or be construed to give to any other person or entity, including any recipient of the Information, any legal or equitable rights hereunder.

7. Indemnification and Limitation of Liability.

(a) TO THE EXTENT LEGALLY PERMISSIBLE, EACH PARTY (THE "INDEMNIFYING PARTY") WILL INDEMNIFY THE OTHER PARTY AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTY") AND HOLD THE INDEMNIFIED PARTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, (INCLUDING THIRD PARTY CLAIMS), DEMANDS, EXPENSES, LIABILITIES, LOSSES, COSTS AND DAMAGES (EXCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES), RELATING TO A BREACH OF A PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH CLAIM, DEMAND, EXPENSE, LIABILITY, LOSS, COST, OR DAMAGE ARISES FROM THE GROSS NEGLIGENCE, WILFUL MISCONDUCT 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.

(b) COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS, TO THE EXTENT ALLOWED BY LAW, THE PREMISES PROVIDER AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS (INDIVIDUALLY AND COLLECTIVELY "INDEMNITEES") AGAINST ANY AND ALL LOSSES, LIABILITIES, JUDGMENTS, PENALTIES, AWARDS, AND COSTS (INCLUDING COSTS OF INVESTIGATIONS, LEGAL FEES, AND EXPENSES) ARISING OUT OF OR RELATED TO: I) A BREACH OF THIS AGREEMENT RELATING TO THE PRIVACY AND SECURITY REQUIREMENTS BY COMPANY; OR II) ANY NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF COMPANY OR ITS EMPLOYEES, DIRECTORS, OFFICERS, SUBCONTRACTORS, OR AGENTS, RELATING

TO THE PRIVACY AND SECURITY REQUIREMENTS, INCLUDING FAILURE TO PERFORM THEIR OBLIGATIONS UNDER THE PRIVACY AND SECURITY REQUIREMENTS.

(c) 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 RESPONSIBLE 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.

(d) **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, if any, 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, if any, 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.

8. **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.

9. **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. In the event of default, Company shall continue to provide Services for up to 120 days from the date of default.

10. **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 Illinois, without regard to principles of conflicts of law.

11. **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.

12. **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.

13. **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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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.

24. Maintenance of Records. Company and its Affiliates shall maintain books, records, documents, and other evidence relating to this Agreement for at least **three (3)** years after the expiration or termination of this Agreement. Records involving matters in litigation related to this Agreement shall be kept for either one (1) year following the termination of litigation, including all appeals, or **three (3)** years from the date of expiration or termination of this Agreement, whichever is later. Where Company and its Affiliates ordinarily and regularly in the course of business create and maintain books, records, documents, and other evidence relating to this Agreement electronically, the Company and its Affiliates shall retain such electronically stored information in an electronic format that remains usable, searchable, retrievable, and authentic for the periods set out herein, unless the Parties specifically agree in writing to an alternative. Company books, records, documents, and other evidence of accounting procedures and practices related to cost structure, including overhead, general and administrative expenses, and profit factors, shall be excluded from this provision unless the cost or any other material issue under this Agreement is calculated or derived from such records.

**Exhibit A
Inmate Telephone Service
Service Schedule**

This Service Schedule applies only to inmate telephone service (“ITS”). Where “Company” or “ViaPath” is used in this Service Schedule, it shall mean Global Tel*Link Corporation d/b/a ViaPath Technologies. 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	Platform
0	142	ICMv

ViaPath Base Features
Password Protected Web based User Interface
Number Management
Blocked Access to Toll-Free Numbers
Collect, Prepaid Debit and AdvancePay Calling Options
TDD/TTY Capability (provided by third-party)
Call Prompts in English and Spanish

ViaPath Additional Features
365 Day On-Line Call Recording Storage
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
PREA Support
24X7 Technical Support
Hot Alert
Audit Tools
Voice IQ – Basic & Continuous
Call IQ Pro - includes transcriptions
Phone IQ
Called Party IQ
Reverse Lookup
Data IQ (DEX)

The term “Equipment” in this Service Schedule includes the items listed in this Section 1 of this Schedule and related equipment, including guard posts, concrete pads, mast poles, and site preparation. Guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property installed by Company shall remain in all respects property 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, 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 if available; (d) the processing of all telephone call records; (e) the performance (alone or through third-parties) 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 take all necessary actions to control unbillables, uncollectibles, bad debt and fraud in connection with ITS.

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. Facility Cost Rate Additive

Company will allocate an amount equal to **\$0.02 per minute** as a Facility Cost Rate Additive payable to the Premises Provider. The Facility Cost Rate Additive is intended to offset reasonable costs incurred by the Premises Provider in making Incarcerated People's Communication Services ("IPCS") available.

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").

- **Interstate ITS calls**, whether made using a Collect, Prepaid Debit, or AdvancePay™ format: \$0.12 per minute of use (inclusive of the Facility Cost Rate Additive in Section 3).
- **Intrastate ITS calls**, whether made using a Collect, Prepaid Debit, or AdvancePay™ format: \$0.12 per minute of use (inclusive of the Facility Cost Rate Additive in Section 3).
- **International ITS calls**, whether made using a Prepaid Debit or AdvancePay™ format: The Interstate ITS rate set forth above (inclusive of the Facility Cost Rate Additive in Section 3), plus the applicable call termination rate for the international destination of the call as published on the Company's website, which may be updated every 3 months in accordance with the FCC Order. These rates can be found at: <https://www.viapath.com/legal-and-privacy/federal-tariffs-and-price-lists/>.
- **Free phone calls.** Company shall provide each incarcerated person with two (2) free phone calls per week, with each call not to exceed five (5) minutes in duration. Free Phone Calls shall not roll over to subsequent weeks and must be used within the designated weekly period.

No per call, per connection, or flat rate calling charges shall apply to international, interstate and intrastate 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.

Exhibit B
Tablet 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 Communications” means voice communications and/or video visitation.

“Enhanced Services” means information services, educational, law library, entertainment products, and mail scanning services, and recording and storage offered through a Tablet.

“IP-Enabled Tablets” (or “Tablets”) means a ViaPath owned Tablet device capable of allowing access to Enhanced Communications and Enhanced Services.

3. **Deployment Locations.** Enhanced Communications and 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 Communications or 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 Communications or Enhanced Services at such Location(s), including the failure by Company to recover the Expenditure (as defined below) for Enhanced Communications and Enhanced Services within twelve (12) months following the deployment of Enhanced Communications and Enhanced Services at the Locations.

Location	Location Description
Winnebago County Justice Center 650 W. State Street Rockford, IL 61102	Justice Center for Winnebago County Sheriff's Department

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, and cabling to deploy Enhanced Communications and 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 Communications and 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 Communications and Enhanced Services, including the Tablets, subject to the limitations described herein. At no cost to the Premises Provider, Company will provide up to 25% of deployed Tablets per year to cover normal wear and tear as well as defect and malfunction as determined by the Company. If additional Tablets are requested or required to maintain a contractual inmate-to-Tablet ratio, the additional Tablets will be provided at a rate of up to \$255.00 per Tablet, which includes shipping, processing, maintenance and the software license for the use of the Tablets. Company will invoice Premises Provider for the total number of additional Tablets that have been shipped. Company will retain ownership of the Tablets and all licensed software. 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 may 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 Communications or Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein, and if required, Premise Provider shall provide security escorts for Company personnel.

6. **Tablets.** Company will provide 1:1 Tablets at Premise Provider's facility. Company may adjust the number of Tablets up or down at any time. 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 the Tablets at any time during the Term. 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 ("Terms of Use") to be granted use of the Tablet. Inmates are responsible for the care and security of the Tablets while in their possession and may not access or use the Tablets for any purpose other than permitted communication, education, and entertainment purposes. Inmates' access and use of the Tablets must be in accordance with all applicable legal requirements including all federal, state, and local laws, rules, and regulations (including Premises Provider policies) and the Terms of Use. Company may, in its discretion, restrict use or prohibit certain activities in connection with the Tablets.

Inmates will be responsible for the replacement cost and any associated costs of Tablets that have been damaged, tampered with, misused, destroyed, lost or stolen, used in violation of the Terms of Use, or as otherwise set forth in this Agreement. Any Inmate responsible for replacement costs may be prohibited from use and/or access to Tablets until such replacement costs are paid. The Parties agree that the replacement cost for a Tablet is \$255.00. Tablet Replacements will be in accordance with Section 7.

Company will provide 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 Communications.** Company will provide the following Enhanced Communications via the Tablets:
 - i. **Voice Communication.** Company will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service ("ITS") platform supplied by Company. Earbuds equipped with a microphone will be required.
 - ii. **Video Visitation.** On-premise and Remote video visitation.
- b. **Enhanced Services.** Company will provide the following Enhanced Services via the Tablets:
 - i. **Inmate Content Access.** Company will make available access to certain content through the Tablets, including music, games, electronic messaging, eBooks ("Content Access"). Content Access will be provided on a per-minute basis. Content Access 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 Access.
 - ii. **Video Visitation Recording and Storage.** On-premise and Remote video visitation.
 - iii. **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.
 - iv. **Education.** Company will provide its Foundation Education Package Additionally, Company will provide access to Breaking Free, a premium education product at no cost to the Premises Provider.

- v. **Law Library.** Company agrees to provide access to a law library at no cost to the Premises Provider.
- vi. **Mail Scanning Solution.** At the Premises Provider's request, the Company agrees to scan inmate mail into an electronic format so 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, statute, 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.
- vii. **Privileged Postal Mail Solution.** Company will provide Privileged Postal Mail Solution.
- viii. **ViaPath Professional Private Messaging.** Company will provide ViaPath Professional Private Messaging, which is a secure, encrypted messaging solution that allows for privileged messaging services.
- ix. **ViaPath Additional Features.** ViaPath Additional Features and value-added services will be provided to the Premises Provider under Enhanced Services.

ViaPath Additional Features
365 Day On-Line Video Recording Storage
Live Monitoring

- c. **Company Obligations.** Company will provide one pair of earbuds 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.
- d. **Premises Provider Obligations.** A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz through 5 GHz bands at all Locations; (ii) use of wired earbuds and lithium batteries for the Tablets; and (iii) provision and/or installation of Tablet charging enclosures; and (iv) access to no less than 80% of its inmates 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) allow and facilitate the sale of silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories; (4) allow the creation of Inmate Accounts for use with Company's products; (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 return and reuse of Tablets; (8) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Communications or 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 Communications or Enhanced Services, including reporting to Company any damage or malfunction with equipment; (11) distribute one (1) set of earbuds to each inmate who is provided with access to a Tablet the first time; and (12) 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). Premise Provider will not allow anyone 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 Communications or Enhanced Services.

7. Tablet Replacement.

- a. **Replacement Conditions.** Any of the conditions set forth below must be reported immediately to the Company Onsite Technician or the Company's dedicated Field Service Manager.
 - i. **Normal Wear and Tear.** Replacement of Tablets due to normal wear and tear may be provided by Company as set forth in Section 5, Support and Maintenance.
 - ii. **Defect or Malfunction.** Replacement of Tablets that fail due to manufacturing/provisioning or software issues that cause the Tablet to no longer function will be provided by Company as set forth in Section 5, Support and Maintenance.
 - iii. **Damage or Tamper.** Replacement of Tablets that have been damaged or tampered with will not be provided by the Company, and the replacement costs of such Tablet will be the responsibility of the inmate. Tablet damage or tampering includes, but is not limited to, the following: cracked or smashed screens, missing or removed internal parts, opening or prying of cases, or writing on, vandalizing, or graffitiing on Tablet.
 - iv. **Loss or Theft.** If a Tablet is lost or stolen, the inmate must report the loss or theft immediately to Premises Provider staff, submit a request for replacement, and cooperate fully with efforts to retrieve the Tablet. Replacement will be subject to Company review, and inmates shall be responsible for the cost of a replacement Tablet.
 - v. **Other Inmate Violation or Misuse.** Inmates shall be responsible for the replacement costs of Tablets damaged due to misuse or violation of any Terms of Use, including intentionally, recklessly, negligently, or purposefully damaging, tampering with or destroying a Tablet.
- b. **Replacement Process.** The process for reporting damaged, lost, or stolen Tablets and requesting replacement will be mutually agreed upon and memorialized in writing during the project management phase of implementation by Company and Premises Provider via a Standard Operating Procedure ("SOP").
 - i. **Tablet Replacement Request.** Inmates and/or Premises Provider must submit a Tablet replacement request ("Tablet Replacement Request") for review and approval of the Company. The Tablet Replacement Request should include a description of the issue with the Tablet and a description of how and when the Tablet was damaged, lost, or stolen. Company will review the Tablet Replacement Request, inspect the Tablet, and determine if additional information is needed to process the request.
 - ii. **Replacement Cost Invoicing/Billing.** The Parties agree that the replacement cost for a Tablet is \$255.00. If it is determined that an inmate is responsible for the replacement cost, Company will invoice the Premises Provider for the replacement cost. Company will invoice the Premises Provider monthly for such replacement Tablets. Premises Provider will assess the inmate for the replacement costs, obtain reimbursement from the inmate, or remit payment from the Inmate Welfare fund.
 - iii. **Priority of Tablet Replacement.** Unless otherwise agreed to in writing by the Parties, Company will prioritize replacement of Tablets due to normal wear and tear as well as defect and malfunctioning before all others.

8. Enhanced Communications, Enhanced Services and Accessories Rates. Company may apply the following charges on Enhanced Communications, 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. Enhanced Communications:
 - i. Voice Communication: will be charged at the same per-minute rate as ITS under this Agreement.
 - ii. Video Visitation Services:
 - 1. On-Premise Price: \$0.19 per minute (inclusive of the Facility Cost Rate Additive in Section 9), after the free visitation time mandated by the Illinois Department of Corrections Jail Standards.
 - 2. Remote Visit Price: \$0.19 per minute (inclusive of the Facility Cost Rate Additive in Section 9).
- b. Enhanced Services:
 - i. Administrative and Infrastructure Recovery Charge: \$1.99 per month upon the first use of a paid profile (Standard or Access Pass).
 - ii. Paid Inmate Content Access:
 - 1. Standard Profile: \$0.07 per minute
 - 2. Free Profile: \$0.00 per minute
 - iii. Premium Content Access Pass: Premium movie and TV content available for purchase by inmates at \$12.99 for a 180 minute “access pass” in addition to all available content. (to be used within 72 hours).
 - iv. Messaging From Inmate (charged to inmate):
 - 1. Written Message: \$0.50 per written message
 - 2. Free Messaging: The Company shall provide each inmate with three (3) free written messages per week. Messages shall not roll over to subsequent weeks and must be used within the designated weekly period.
 - v. Messaging From Family and Friends (charged to inmate’s family and friends):
 - 1. Written Message: \$0.50 per written message
 - 2. Photo Attachment: \$0.50 per photo attachment (in addition to charge for any written message, if provided)
 - 3. Video Message: \$1.00 per video message
 - vi. Mail scanning solution. Company will provide a mail scanning solution at no cost to the Premises Provider.
 - vii. Professional Private Messaging. Company will provide Professional Private Messaging at no charge to the inmate, government agency, private attorneys or public defenders.
 - viii. Privileged Postal Mail Solution. Company will provide Privileged Postal Mail Solution at no cost to Premises Provider.
 - ix. Accessories – Replacement Earbuds: \$4.00.
 - x. Tablet Replacement. \$255.00
 - xi. Transaction Fees. Company may charge certain Transaction Fees for Enhanced Services in accordance with the following amounts:

Automated payment for credit card, debit card, and bill processing fees	Up to \$4.95 per transaction
Live Agent Fee	\$5.95 per transaction
Third Party Financial Transaction Fee	Up to \$5.95 per transaction when transaction is paid via a live agent Up to \$3.00 per transaction when transaction is paid via automated payment system
Tablet Account Setup Fee	Up to \$1.95

9. Compensation, Commission Structure and Related Provisions Regarding Enhanced Communications, Enhanced Services Only.

a. Signing Bonus:

- i. Company shall pay the Premises Provider a one-time signing bonus of **Two Hundred Fifty Thousand Dollars (\$250,000.00)** no later than April 6, 2026.
- ii. In the event Premises Provider terminates the Agreement for convenience during the initial three (3) year Term, or any portion thereof, Premises Provider shall reimburse Company the full amount of the Signing Bonus, unless otherwise agreed in writing by the Parties.

b. Tablet Content Revenue Compensation and Tablet Minimum Annual Guarantee

- i. Company shall pay the Premises Provider a Tablet Minimum Annual Guarantee (“Tablet MAG”), based on the provision of Tablet Content services only, of Eight Hundred Seventeen Thousand Dollars (**\$817,000.00**), to be accrued in twelve (12) monthly increments. If the Agreement is terminated early, the Premises Provider will only be entitled to the accrued portion of the Tablet MAG.
- ii. In addition to the Tablet MAG, Company shall pay the Premises Provider the applicable ITS and VVS Facility Cost Rate Additives.
- iii. The Parties acknowledge that the Tablet MAG together with the ITS and VVS Facility Cost Rate Additives are estimated in aggregate to total approximately One Million Five Hundred Thousand Dollars (**\$1,500,000.00**) annually.
- iv. Company shall pay the Premises Provider the greater of: (a) **sixty percent (60%)** of gross revenue (less applicable taxes, government-imposed fees or charges, and billing or security fees) received from (1) Tablet Messaging Services (inbound and outbound), (2) the per-minute rate or subscription/access pass charged to inmates for access to Paid Inmate Content, and Premium Content Access Pass, excluding Enhanced Communications, or (b) the Tablet MAG.
- v. Notwithstanding the foregoing, the Tablet MAG cannot exceed one hundred percent (100%) of actual tablet content revenue.

- c. Tablet Commission Payment Terms:** 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.

10. VVS Facility Cost Rate Additive

- i. Company will allocate an amount equal to **\$0.02 per minute rate for Video Visitation** as a Facility Cost Rate Additive payable to the Premises Provider. The Facility Cost Rate Additive is intended to offset reasonable costs incurred by the Premises Provider in making Incarcerated People’s Communication Services (“IPCS”) available.

Exhibit C
Enhanced Services
Video Visitation Service Schedule

1. **Applicability.** This Service Schedule applies only to video visitation services. Where “Company” is used in this Service Schedule, it shall mean GTL Enhanced Services, LLC d/b/a ViaPath Technologies.

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

“Enhanced Communications” means voice communications and/or video visitation.

“Video Visitation Service or System” (“VVS”) means an Enhanced Service that permits face-to-face visits, on-site video visits, or remote video visits using a platform to facilitate inmate communications with family, friends, and attorneys.

“Video Visitation Unit” means the hardware and equipment installed at Premises Provider Locations (as defined below) that provides access to Video Visitation Services.

3. **Deployment Locations.** VVS will be deployed at the locations listed in the table below, as may be altered by agreement of the parties (individually “Location” and collectively “Locations”). Company reserves the right to terminate the VVS at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of the VVS at such Location(s), including the failure by Company to recover the Expenditure (as defined below) for VVS within twenty-four (24) months following the deployment of Enhanced Service at the Locations.

Location
Winnebago County Justice Center 650 W. State Street Rockford, IL 61102

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, and cabling to deploy VVS 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 Premises Provider upon the expiration of the Agreement. Upon termination of VVS in any Location(s), provide Company a reasonable opportunity to collect all Video Visitation Units and associated equipment and hardware (except cabling).

5. **Support and Maintenance.** Company will provide all support and maintenance services for the VVS, subject to the limitations described herein. Company will respond promptly to all support requests. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Video Visitation Units will not be available while being repaired or maintained. Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the VVS, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. **Video Visitation Services.** Company shall be responsible for: (a) furnishing, installing, repairing and servicing the VVS equipment listed below; (b) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (c) the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of Company’s obligations hereunder. Company reserves the right to control unbillables, bad debt and fraud. Premises Provider and Company shall use best efforts to promote video

visitation, including: (a) make video visitation available for at least 12 hours a day every day, without inmate session limitations except in connection with disciplinary action; (b) allow Company to promote the use of video visitation through, among others, the distribution of promotional material at Premises Provider Facility locations, IVR recordings, the Web, and press releases; (c) allow Company to have promotional pricing to make video visitation an attractive alternative.

7. **VVS Software.** Company shall deploy a hosted application server in Company video visitation data center. Company's VVS software provides the following functionalities for visitation scheduling: (a) unlimited number of user licenses for scheduling software; (b) facility registration and scheduling; (c) public web-based registration and scheduling; (d) multilingual web interface (English, Spanish); and (e) professional web-based registration and scheduling. The VVS software allows Premises Provider to (a) manage public and professional visits; (b) manage non-contact and contact visits; (c) manage on premises video visitation and remote video visitation; (d) establish set schedules for non-contact visits, contact visits, on premises video visits, and remote video visits; (e) have officer check in for all on premises visits; and (f) have officer video check-in prior to remote video visitation start. Premises Provider may configure the VVS software for staff access privileges, visitation restrictions for inmates and visitors, and scheduling and conflicts. The VVS software may be integrated with Premises Provider's Jail Management System (or "JMS") for one-way data transfers; provided, however, Company shall not be responsible for any charges that may be assessed for the interface or its maintenance by Premises Provider's JMS provider. Premises Provider may use the VVS software for live monitoring and recording with three-hundred and sixty-five (365) day recording storage and may create certain data reports based on the data available via the VVS software.

8. **VVS Hardware.** Company will provide the following hardware and equipment for use with VVS:
 - a. 56 Inmate Units
 - b. 28 Visitor Units

9. **VVS Rates.**
 - a. On-Premises video visits after the free visitation time mandated by the Illinois Department of Corrections Jail Standards shall be \$0.19 per minute (inclusive of the Facility Cost Rate Additive in Section 10) for the duration of the visit.
 - b. Remote video visits shall be \$0.19 per minute (inclusive of the Facility Cost Rate Additive in Section 10).

10. **Facility Cost Rate Additive.**
 - a. Company will allocate an amount equal to **\$0.02 per minute rate for Video Visitation** as a Facility Cost Rate Additive payable to the Premises Provider. The Facility Cost Rate Additive is intended to offset reasonable costs incurred by the Premises Provider in making Incarcerated People's Communication Services ("IPCS") available.

11. **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 video communication recordation 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 video 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 or its affiliates arising out of failure of Premises Provider (or Company at the direction of Premises Provider) to comply with such law, regulation or guideline. Premises Provider acknowledges that all video communication detail records and recordings (DRs) in connection with

VVS are the exclusive property of Premises Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, 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 and Right of First Refusal.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the VVS, 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 VVS, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.

12. **Limitation of Liability.** COMPANY AND ITS AFFILIATES AND SUPPLIERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE VIDEO VISITATION UNITS, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

