

**STATE OF COLORADO
DEPARTMENT OF CORRECTIONS
Contract
with
GLOBAL TEL*LINK CORPORATION**

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1. PARTIES

This Contract (hereinafter called “Contract” or “Agreement”) is entered into by and between Global Tel*Link Corporation (hereinafter called “GTL” or “Contractor” or “Company”), and the STATE OF COLORADO acting by and through the Colorado Department of Corrections (hereinafter called the “State” or “CDOC” or “Premises Provider”). Contractor and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Contract shall not be effective or enforceable until it is approved and signed by Contractor and the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority

Authority to enter into this Contract exists in Colorado Revised Statute (CRS) §17-24-126 and §17-42-103. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Trust Fund

Pursuant to federal court order and CRS §17-24-126 the State acts as trustee for the inmate trust fund through which all monies handled under this Contract are managed, and accordingly no State General fund dollars are expended or become obligated under this Contract.

C. Exemption from State Procurement Code and State Fiscal Rules

This Contract is exempt from the State Procurement Code and State Fiscal Rules because no State funds are obligated under the Contract. This Contract is a revenue producing Contract.

D. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

E. Purpose

The CDOC desires that GTL provide Inmate Telephone Services (“ITS”) for the term of this Contract. The CDOC also desires to have the option to increase services provided by GTL under this Contract as further provided below.

F. References

All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Work described in **Exhibits A, B, C, and D**.

B. Contract

“Contract” means this Contract, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

C. Contract Funds

“Contract Funds” means funds available for payment by the State to Contractor pursuant to this Contract.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Inmate Telephone Service), **Exhibit B** (Mobility Service), **Exhibit C** (Video Visitation and Management Solution), **Exhibit D** (Payment Solutions, Inmate Trust Deposits), and **Exhibit E** (Option Letter).

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Contractor either separately or in conjunction with the Services Contractor renders hereunder.

F. Party or Parties

“Party” means the State or Contractor and “Parties” means both the State and Contractor.

G. Review

“Review” means examining Contractor’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibits A, B, C, and D**.

H. Services

“Services” means the required services to be performed by Contractor pursuant to this Contract.

I. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Contractor to aid in performance of its obligations.

J. Work

“Work” means the tasks and activities Contractor is required to perform to fulfill its obligations under this Contract and **Exhibits A, B, C, and D.**, including the performance of the Services and delivery of the Goods.

K. Work Product

“Work Product” means the tangible or intangible results of Contractor’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM**A. Initial Term-Work Commencement**

The Parties’ respective performances under this Contract shall commence on the later of either the Effective Date or August 1, 2015. This Contract shall terminate on July 31, 2020 unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Contractor as provided in **§16**, may unilaterally extend the term of this Contract for a period not to exceed two months if the Parties are negotiating a replacement Contract (and not merely seeking a term extension) at or near the end of any initial term or renewal term. The provisions of this Contract in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two-month extension. The two month extension shall immediately terminate when and if a replacement Contract is approved and signed by the Colorado State Controller.

C. State’s Option to Extend

The State may require continued performance for a period of three (3) one (1) year periods at the same rates and same terms specified in the Contract. If the State exercises this option, it shall provide written notice to Contractor at least thirty (30) days prior to the end of the current contract term in form substantially equivalent to **Exhibit E (“Option Letter”)**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Contract. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed eight (8) years.

6. STATEMENT OF WORK**A. Completion**

Contractor shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before the expiration date of this Contract. The State shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the termination of this Contract.

B. Additional Services

The Parties, may agree in writing to amend the services required under this Contract to include the services provided by GTL in **Exhibit B, Mobility Services**, and/or **Exhibit C, Video Visitation and Management Solutions**, and/or **Exhibit D, Payment Solutions, Inmate Trust Deposits**. The Parties will work together in good faith to implement additional services. The Rates and Fees and Services offered in **Exhibits B, C, and D** shall be honored by GTL until nine (9) months after the execution date of this Contract.

C. Goods and Services

Contractor shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Contract Funds and shall not increase the maximum amount payable hereunder by the State.

D. Equipment

- i. This Agreement applies to the installation, management, operation and maintenance of the equipment furnished by the Company as listed and described, as applicable, in Exhibits A, B, C and D at the time of execution of the Agreement or during the term of this Agreement, at Premises Provider facilities, whether existing, newly installed or renovated (collectively “Facility”).
- ii. In addition to what is listed in the exhibits to this Agreement, the term “Equipment” may 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 the Company are installed upon the premises owned or controlled by Premises Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The 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. The Company shall not exercise such a right of removal or relocation unreasonably. The Company shall notify the Premises Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said premises to its original condition, ordinary wear and tear excepted. However, the 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. The Premises Provider may not make alterations or attachments to the Equipment provided under this Agreement, unless otherwise mutually agreed upon by all parties.

- iii. Title to Equipment hereunder shall be and at all times remain in the Company.
- iv. Except as specifically indicated, 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.
- v. During the term of this Agreement, Company grants Premises Provider a non-exclusive, non-transferable, license to use the IP solely for accessing the products and 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.
- vi. Relocation: Equipment shall not be disconnected or moved by Premises Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

E. Services

- i. Inmate Telephone Service. At no cost to the Premises Provider, the Company shall assume the operation and maintenance of the inmate telephone system installed and operated prior to this Contract by Company's wholly owned subsidiary, Value added Communications, Inc. ("VAC"), as the system is further described in Exhibit A. Company shall be solely responsible for coordinating with VAC all transition activities between them to enable and instantaneous switchover of all inmate telephone services from VAC to Company.
- ii. Mobility Service. If Premises Provider elects in writing to receive the Mobility Service (as defined in Exhibit B) within nine (9) months following the Effective Date, Company shall, as soon as reasonably practicable thereafter, implement its Mobility Service at certain Premises Provider locations, as further described in the attached Exhibit B.
- iii. Video Visitation and Management Solution. If Premises Provider elects in writing to receive Video Visitation and Management Solution (as described in Exhibit C) within nine (9) months following the Effective Date, Company shall, as soon as reasonably practicable thereafter, implement the solution at certain locations agreed upon by the parties.
- iv. Electronic Payment Solutions. If Premises Provider elects to receive either the Mobility Service or the Video Visitation Solution, Company shall be entitled to implement Company's electronic payments solutions, as further described in Exhibit D.

F. Contractor's Employees

- i. All persons employed by Contractor or Subcontractors to perform Work under this Contract shall be Contractor's or Subcontractors' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Contract.

- ii. Only designated and approved Contractor Personnel shall work on this contract. Contractor personnel shall pass CDOC background checks before they will be allowed to work inside CDOC facilities. Contractor shall screen all designated Contractor personnel to ensure that all such individuals are fully qualified to work on this Contract and, if required by law or ordinance, are validly licensed and/or have obtained all requisite permits.

G. CDOC 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:

- i. 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 products supplied by Company under this Agreement or associated software, or connect the products or associated software to any hardware or software that is not provided by Company.
- ii. To provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- iii. To permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees. The Premises Provider shall 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.
- iv. To not allow any ITS 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 products and services implemented at Premises Provider facilities through this Contract.

7. COMPENSATION

A. Cost Recovery Fee

Company shall pay Premises Provider an annual sum ("Fee") of Eight Hundred Thousand Dollars (\$800,000) to be disbursed in twelve equal monthly amounts of Sixty Six Thousand Six Hundred and Sixty Seven Dollars (\$66,667), to enable Premises Provider to defray costs of management of services supplied under this Agreement. In exchange, Company shall have the exclusive right to collect and retain all revenue generated from the services supplied through this Agreement. The Parties shall evaluate the Fee on an annual basis and reduce the Fee as necessary if required to do so by applicable law or increase the Fee to cover the direct and indirect costs incurred in managing the calling system subject to CRS §17-42-103.

B. Rates and Charges of ITS Services and Additional Optional Services

Per minute rates and per call charges are set forth in **Exhibits A, B, C, and D** below. The rates and charges for **Exhibit A** are fixed for the term of the Contract, including any extensions or renewals, unless otherwise agreed by the parties or required by applicable law. Notwithstanding the above, international rates are subject to change and are not set by this contract. During the initial three year term of this Contract, the State and Contractor will perform an annual rate review to determine if any adjustments are necessary. The Rates and Fees and Services offered in **Exhibits B, C, and D** shall be honored by GTL until nine (9) months after the execution date of this Contract. The Additional Optional Services in Exhibits B, C, and D are not subject to the requirements of CRS §17-42-103.

i.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Contract or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the CDOC.

B. Noncompliance

Contractor's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in termination as provided under this Contract.

C. Subcontracts

Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

9. CONTRACTOR RECORDS

A. Maintenance

Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services or Goods hereunder. Contractor shall maintain such records until the last to occur of: (i) a period of three years after the date this Contract expires or is sooner terminated, or (ii) final payment is made hereunder, or (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

B. Inspection

Contractor shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Contract during the Record Retention Period for a period of three years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Contract, including any extensions or renewals. If the Work fails to conform to the requirements of this Contract, the State may require Contractor promptly to bring the Work into conformity with Contract requirements, at Contractor's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

C. Monitoring

Contractor shall permit the State, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder.

D. Final Audit Report

If an audit is performed on Contractor's records for any fiscal year covering a portion of the term of this Contract, Contractor shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Contractor shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to,

any state records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

A. Confidentiality

Contractor shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party, other than through legal process, for State records and information in the possession of Contractor shall be immediately forwarded to the State's principal representative.

B. Notification

Contractor shall notify its agent, employees, Subcontractors and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

C. Use, Security, and Retention

- i. Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Contract or approved in writing by the State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Contract or approved in writing by the State.
- ii. Contractor shall provide physical and logical protection for State hardware, software, applications and data that meet or exceed industry standards. Contractor shall provide the State with access, subject to Contractor's reasonable access security requirement, seven (7) days a week, 24 hours a day, for the purpose of inspecting and monitoring access and use of State data and maintaining State systems.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Contractor for any reason may be cause for legal action by third parties against Contractor, the State or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the State hereunder. If a conflict or appearance exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Contract.

12. REPRESENTATIONS AND WARRANTIES

Contractor makes the following specific representations and warranties, each of which was relied on by the State in entering into this Contract.

A. Warranty

Contractor shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract. Contractor expressly warrants that in providing the ITS services:

- i. Contractor shall strictly comply with the descriptions and representations as to services and deliverables (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) set forth in this contract and the

exhibits hereto. Contractor and Contractor's employees shall perform the services and deliver the deliverables in a timely manner;

- ii. The services to be performed hereunder shall be performed in a workmanlike manner, subject to the supervision and instructions provided by the State, and consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time Services are provided;
- iii. Contractor is the lawful owner or licensee of all software, hardware, methods, methodologies and any pre-existing Intellectual Property used in the performance of the services and the delivery of the deliverables contemplated hereunder. The Contractor has the right to permit the State access to or use of such software, hardware, methods, methodologies and Intellectual Property;
- iv. All software and hardware used to provide the ITS will meet all specifications set forth in this contract and any documents referenced therein.
- v. Contractor will, without charge to the State, correct any defects and make any additions, modifications or adjustments to any of its ITS equipment used under this Contract as well as update or revise any software as may be necessary to keep the ITS in operating order in accordance with specifications at all times during the term of the Contract and it is understood that the software and equipment is only required to meet the functionality required by this agreement.
- vi. Contractor will, without charge to the State, provide and update as needed all voice scripting to meet FCC, PUC and/or any other governing agency requirements.

B. Legal Authority – Contractor Signatory

Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor's authority to enter into this Contract within 15 days of receiving such request.

C. Licenses, Permits, Etc.

- i. Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the State or other adjustment in Contract Funds. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.
- ii. Contractor will, at its own expense, obtain all necessary licenses to continue operating a communication company within Colorado under FCC and Colorado PUC guidelines, rules and regulations.
- iii. Contractor agrees to notify CDOC in writing within ten (10) days upon determining that it may be precluded by a change in Federal, State or local law or regulations from providing the ITS. Contractor further agrees that, in the event Contractor or any subcontractor is precluded by applicable law from continuing to provide the ITS, Contractor will reasonably assist CDOC in identifying another Contractor's system which provides substantially the same features and functionality as the Contractor-provided system; provided, however, CDOC shall make its own independent determination of whether another Contractor's system meets CDOC's requirements, and Contractor shall have no further liability in connection with rendering any such assistance to CDOC. Upon CDOC's selection of a replacement Contractor, at no cost to the State, Contractor will reasonably

assist CDOC with the conversion from Contractor's system or services, without unnecessary interruption.

13. INTELLECTUAL PROPERTY INDEMNIFICATION

- A.** Contractor shall pay all applicable royalties and license fees for any software or other intellectual property utilized in performance of this Contract. Contractor shall defend, at its sole expense, any claim(s) or suit(s) brought against the State alleging that the use by the State of any product(s), or any part thereof, supplied by Contractor under this contract constitutes infringement of any patent, copyright, trademark, or other proprietary rights, provided that the State gives Contractor written notice within twenty (20) days of receipt by the State of such notice of such claim or suit, provides assistance and cooperation to Contractor in connection with such action, and Contractor has sole authority to defend or settle the claim. Contractor shall consult the State regarding such defense and the State may, at its discretion and expense, participate in any defense. Should the State not choose to participate, Contractor shall keep the State advised of any settlement or defense. The services shall not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any Intellectual Property rights.
- B.** Contractor shall have liability for all such claims or suits, except as expressly provided herein, and shall indemnify the State for all liability incurred by the State as a result of such infringement. Contractor shall pay all reasonable out-of-pocket costs and expenses, and damages finally awarded by a court of competent jurisdiction, awarded or agreed to by Contractor regarding such claims or suits.
- C.** If the product(s), or any part thereof, become the subject of any claim, suit or proceeding for infringement of any patent, trademark or copyright, or in the event of any adjudication that the product(s), or any part thereof, infringes any patent, trademark or copyright, or if the sub-license or use of the product(s), or any part thereof, is enjoined, Contractor, after consultation with the State, shall do one of the following at Contractor's expense: (i) produce for the State the right under such patent, trademark or copyright to use or sub-license, as appropriate, the product or such part thereof; or (ii) replace the product(s), or part thereof, with other suitable products or parts conforming to the original license and State specifications; or (iii) suitably modify the products, or part thereof or (iv) terminate provision of the affected Service(s) and/or terminate this Contract.
- D.** Contractor shall have no obligation to defend against or to pay any costs, damages or attorney's fees with respect to any claim based upon: (i) the use of an altered release if Contractor had not consented to the alteration, or (ii) the combination, operation or use of the product(s) with programs or data which were not furnished by Contractor, if such infringement would have been avoided if the programs or data furnished by persons or entities other than Contractor had not been combined, operated or used with the product(s), or (iii) the use of product(s) on or in connection with equipment or software not permitted under this contract if such infringement would have been avoided by not using the product(s) on or in connection with such other equipment or software.
- E.** If and to the extent such damage or loss as covered by this provision is covered by the State of Colorado Tort Claims Fund (the "Fund"), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State of Colorado and the terms of the Fund, Contractor and its insureds waive any right of subrogation against the State of Colorado, the indemnities and the Fund and insurers participating thereunder, to the full extent of this indemnification.
- F.** These provisions set forth the sole and exclusive remedy of the State, and the entire obligation and liability of the Contractor, as to any claim or proceeding alleging infringement or misappropriation of third party intellectual property or proprietary rights in connection with this Contract.

14. INSURANCE

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

A. Contractor

i. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Contractor shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is

necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

ii. Non-Public Entities

If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subcontractors that are not "public entities".

B. Contractors - Subcontractors

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

The State shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

v. Primacy of Coverage

Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Contractor's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Contract. No later than fifteen (15) days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each

Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

15. BREACH

A. Defined

In addition to any breaches specified in other sections of this Contract, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach. Any of the following events shall constitute an event of default (“Event of Default”) hereunder: (i) Contractor’s failure to pay any Fee payment when due; (ii) Contractor’s failure to perform or observe any covenant, condition, or obligation to be performed or observed hereunder, or breach in any document furnished to State in connection herewith, and such failure or breach continues unremedied for a period of forty-five (45) days after written notice thereof from State; (iii) the State’s determination that any statement, representation, or warranty made by Contractor in this contract or in any other document by Contractor in connection herewith is false, misleading or erroneous in any material respect; or (iv) the institution of proceedings under any bankruptcy, insolvency, reorganization or similar legislation, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, and such proceedings or appointments are not vacated or fully stayed within sixty (60) days after the institution or occurrence thereof; (v) default in the payment or performance of any other liability, indebtedness, contract, or other obligation of Contractor, Contractor shall, within thirty (30) days of receipt of notice, cure such performance; or (vi) the failure of Contractor or Contractor’s employees to comply with any of the obligations of Section 1 above; (vii) loss of total service affecting greater than or equal to 20% or more of one location or of any one area within a facility for more than 5 business days; (viii) any system functionality or programming issue which causes errors affecting inmate account balances or call rating for more than 5 business days.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within forty-five (45) days of receipt of written notice, or if a cure cannot be completed within 45 days, the cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15.

Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

16. REMEDIES

If Contractor is in breach under any provision of this Contract, the State shall have all of the remedies listed in this §16 in addition to all other remedies set forth in other sections of this Contract following the notice and cure period set forth in §15(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect, improper performance, activities, or inaction by Contractor. These remedial actions are as follows:

- A. Suspend Contractor’s performance pending necessary corrective action as specified below by the State without Contractor’s entitlement to adjustment in price/cost or schedule; and/or
- B. Withhold any payment due to Contractor until the necessary services or corrections in performance are satisfactorily completed and/or acceptable goods are provided; and/or
- C. Request the removal from work on this contract of employees or agents of Contractor whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on this contract the State deems to be contrary to the public interest or not in the best interest of the State; and/or
- D. Terminate this contract for default.

17. TERMINATION

A. Termination without Cause

Either party shall have the right to terminate this Contract by giving the other party ninety (90) days notice pursuant to Section 19. If notice is so given, this Contract shall terminate on the expiration of the ninety days, and the liability of the parties hereunder for the further performance of the terms of this Contract shall thereupon cease, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding such termination, all terms and conditions of this Contract which may require continued obligation or compliance beyond the termination date of the Contract shall survive such termination.

B. Termination for Convenience

The State may terminate this Contract should circumstances occur which remove the governmental power to fulfill the State's obligation under this Contract. The State shall give not less than ninety (90) days prior written notice of the termination to the Contractor and specify the date upon which termination becomes effective. Contractor shall remain liable to the State for all Fees accruing up to the date of termination.

C. Costs and Expenses

If the State terminates this Agreement for any reason other than an uncured breach by Contractor, the State will compensate Contractor for its costs in implementing any additional services described in Exhibits B and C which the State has sought to add in accordance with Section 6.B. above. Contractor's costs may be stated in the Option Letter or in other documentation exchanged by the parties under this Contract.

18. TRANSITION OF SERVICES

Upon expiration or earlier termination of this contract or any Services provided hereunder, Contractor shall cooperate fully with the State or such replacement provider and promptly take all steps required to assist in effecting a complete transition, including negotiating in good faith with the replacement provider for the sale of the Contractor's telephone handsets and non-proprietary equipment contained within the CDOC's facilities. However, the Contractor shall not be obligated to sell any ITS related equipment which is the subject of an IP infringement claim or which contains Contractor proprietary information or software. All services related to such transition shall be performed at no additional cost to the State.

19. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Colorado Department of Corrections
Colorado Correctional Industries
Attn: Dennis Dunsmoor
2862 South Circle Drive, Suite 400
Colorado Springs, CO 80906
Phone: (719) 226-4208
Dennis.Dunsmoor@state.co.us

B. Contractor:

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

20. DISPUTES

Except as herein specifically provided otherwise, disputes concerning the performance of this contract which cannot be resolved by the designated contract representatives shall be referred in writing to a senior departmental management staff designated by the State and a senior manager designated by Contractor. Failing resolution at that level, disputes are governed by the administrative process found in CRS §24-109-101 et seq and as subsequently amended.

21. ASSIGNMENT

Contractor agrees not to assign rights or delegate duties under this contract or subcontract any part of the performance required under this contract without the express written consent of the State, which shall not be unreasonably withheld. Such consent may include, at the State's sole discretion: 1) the execution by the State, Contractor and the assignee of a Novation Agreement in a form prescribed by the State, which Novation Agreement will become effective upon State approval or 2) verification by the State of the assignment. Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by CRS §4-9-318, provided that written notice of assignment of payment adequate to identify the rights assigned is received by the controller for the agency, department, or institution executing this contract. Such assignment shall not be deemed valid until receipt by such controller – as distinguished from the State Controller – at the address listed in paragraph 15 above. Contractor assumes the risk that such written notice of assignment is received by the controller for the agency, department, or institution involved.

22. FORCE MAJEURE

Neither Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay of failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by fire, explosion, action of the elements, strike, interruption of transportation, government interference, rationing, court action, illegality, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the party affected ("Force Majeure Event"). The existence of such causes of delay or failure shall extend the period for performance to such extent as may be necessary to enable the complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed. Nothing in this paragraph shall prevent the State from covering its requirements from another Contractor during the period of delay. If a Force Majeure Event continues for more than thirty (30) days, the State may terminate this contract in accordance with the provision of Section 12 hereof, without additional liability. Force majeure shall not relieve the Contractor's obligation to pay Fees to the CDOC as required in section 4 herein, but may be grounds to delay payment of such Fees.

23. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act §24-10-101, et seq. and the risk management statutes, CRS §24-30-1501, et seq., as amended.

24. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE PRODUCTS AND 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 OR THAT ALL ERRORS MAY BE CORRECTED.

25. 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.

26. 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.

27. GENERAL PROVISIONS

A. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

B. Captions

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

C. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

D. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

E. Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any negligent act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Contract; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

F. Jurisdiction and Venue

All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Modification

i. By the Parties

Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law.

ii. By Operation of Law

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

H. Order of Precedence

The provisions of this Contract shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, including, but not limited to, those

provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,
- ii. The provisions of the main body of this Contract,
- iii. **Exhibit A,**
- iv. **Exhibit B, Exhibit C, and Exhibit D controlling within the service each provides**
- v. **Exhibit E.**

I. Severability

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent.

J. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Contractor fails to perform or comply as required.

K. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Contractor shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Contractor for such taxes.

L. Third Party Beneficiaries

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

M. Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

N. Cooperation

In the event that the State has entered into or enters into agreements with other contractors or government institutions for additional work related to the Services provided hereunder, Contractor agrees to cooperate fully with such other parties. Contractor shall not commit any act that will interfere with the work performed by any third party as set forth herein.

O. Time is of the Essence

Time is of the essence with regard to performance of any service or the delivery of any deliverable under this contract, unless the parties agree otherwise in writing.

P. Compliance with Law

- i. Contractor shall adhere strictly to and comply with all applicable Federal, State, and Local laws, statutes, regulations, and executive orders, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this contract. Contractor also shall, and shall require its employees to, comply with all applicable State policies and standards in effect during the performance of this contract, including but not limited to policies and standards relating to personnel conduct, security, safety, confidentiality and ethics. Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain all approvals, permissions, permits, licenses, and other forms of documentation required in order to comply with all applicable foreign or domestic laws, rules or regulations. Certain equipment, software and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the U.S. or any

other country. Contractor shall be responsible for complying with all export and re-export laws and regulations including without limitation, (i) local license or permit requirements, (ii) export, import and customs laws and regulations (such as the export and re-export controls under US Export Administration Regulations and/or similar regulations of the US or any other country) which may apply to certain equipment, software and technical data provided hereunder, and (iii) all applicable foreign corrupt practices acts.

- ii. This Contract is made under and governed by the law of the State of Colorado, which shall be applied to the interpretation, execution and enforcement of this Contract. Any legal action commenced to enforce any right or obligation of this Contract shall only be commenced in Federal or State courts located in Denver County in the State of Colorado. The State recognizes that Contractor, in conducting its business in the manner set forth herein, is also subject to the Communications Act of 1934, as amended, and as interpreted and applied by the Federal Communications Commission (collectively, the Act). In the event any rates or charges set forth in or contemplated by Section 4, above, require a tariff or other regulatory filing, such rates or charges shall not be effective until the FCC or State PUC, as applicable, grants any necessary approval.

Q. Publicity

Contractor shall not release without the State's prior written approval any publicity regarding the program or Services provided herein, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying the State of Colorado, the State agency receiving goods or services under this contract; however, Contractor may reference this contract in proposals for other contracts without the State's approval.

R. Non-exclusivity

This contract is entered into solely for the convenience of the State of Colorado, and except as specifically stated, this contract in no way precludes the State or any of its user agencies from obtaining like services from other suppliers.

S. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

28. EQUIPMENT OWNERSHIP AND CONFIDENTIALITY OF RECORDS

- A.** The CDOC agrees and acknowledges that all telephone instruments, system equipment, recording equipment, software and fixtures, including printers, modems, computers (as inventoried to Contractor) and supplies installed or furnished by Contractor in order to perform the Services, shall remain the sole and exclusive property of the Contractor, third party manufacturers, or the contractor's subcontractor(s) or Licensor(s), as applicable. The Contractor agrees to provide and maintain computer hard drive space in such size and quantity, as is necessary to hold ITS call recordings including completed calls for a minimum of term of the contract and incomplete calls for sixty (60) days. Such recordings shall be accessible on site at the server or on hard disk. The Contractor acknowledges that the content of such recordings, and the recording media on which the recordings are located, shall be the property of CDOC and the tapes or other recording media will be turned over to CDOC upon the expiration or termination of the Contract, with no claim from Contractor. Any intellectual property contained on such media which belongs to the Contractor shall remain the property of the Contractor even though the Contractor will allow possession of the intellectual (proprietary) property to remain with the CDOC and the CDOC shall not disclose or attempt to provide a license or otherwise transmit this property to any other third party. Call Detail Records (CDR) will be stored and accessible to CDOC for a minimum of term of the contract.
- B.** In the event the Contractor shall obtain access to any records or files of the State in connection with this Contract, or in connection with the performance of its obligations under this Contract, which records, files or other information are designated as confidential by the State, by markings, written notice to the Contractor, or other appropriate means, then the Contractor shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records. The Contractor shall notify its employees that they are subject to the confidentiality requirements as set forth above, and shall

provide each employee with a written explanation of the confidentiality requirements before the employee is permitted access to confidential data.

- C. Nothing herein is intended or shall operate as a waiver of any applicable law governing disclosure of records, including the Colorado Open Records Act, CRS §24-72-101 et seq. The State agrees to provide the Contractor with prompt written notice of requests for disclosure under such laws of any Contractor information within the scope of this clause.

29. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Contracts except where noted in italics.

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing

restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the Subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.


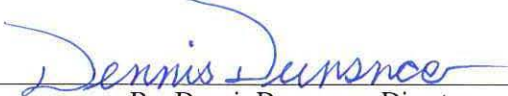
Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

SPs Effective 1/1/09

30. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

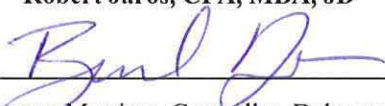
* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;">COMPANY Global Tel*Link Corporation Jeffrey B. Haidinger, President and COO</p> <p style="text-align: center;"></p> <hr/> <p>By: Jeffrey B. Haidinger, President and COO</p> <p>Date: <u>7/27/15</u></p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Corrections Rick Raemisch, Executive Director</p> <p style="text-align: center;"></p> <hr/> <p>By: Dennis Dunsnoor, Director</p> <p>Date: <u>7.28.2015</u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:  _____

Lenny Merriam, Controller, Delegate

Date: 7/29/15

EXHIBIT A – INMATE TELEPHONE SERVICE

Inmate Telephone Service**Inmate Telephones and TTYs by Facility:**

FACILITY	CAMPUS	STATION	PHONES	TTY
Arkansas Valley (AVCF)		3	73	2
Arrowhead (ACC)(CMC)	ECAN	3	25	3
Bent County (BCCF)		3	76	0
Buena Vista (BVCF)		4	54	1
Centennial (CCF)	ECAN	1	21	0
Cheyenne Mountain (CMRC)		2	123	0
Crowley (CCCF)		3	87	0
Golden (CCC)		1	9	1
Colorado State Penitentiary(CSP)	ECAN	2	48	0
Delta(DCC)		2	28	0
Denver Reception(DRDC)	DRDC	4	34	4
Denver Womens (DWCF)	DRDC	1	84	4
Four Mile(FMCC) (CMC)	ECAN	1	26	1
Fremont (FCF)	ECAN	2	66	1
CSP II		0	324	0
Kit Carson (KCCF)		3	62	0
LaVista LVCF)	Pueblo	3	60	2
Limon (LCF)	Pueblo	3	55	3
Rifle (RCC)		2	10	0
San Carlos (SCCF)	Pueblo	1	19	3
Skyline (SCC)(CMC)	ECAN	1	13	1
Sterling (SCF)		7	136	6
Colorado Territorial (CTCF)	CTCF	4	46	9
Trinidad (TCF)		2	21	1
Youth Offender (YOS)	Pueblo	2	12	2
COHQ Headquarters		6	0	0
Colorado Springs Headquarters		6	0	0
Lincoln Parole		1	0	0

ECAN = East Canon

**CTCF = Territorial
DRDC = Denver
Pueblo = Pueblo
Complex**

Services

Company shall be responsible for: a) furnishing, installing, repairing and servicing the equipment listed below; b) the establishment (if and to the extent required of Company by law) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the automated operator services provided by the 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 the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

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

Company also 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.

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 telephone call 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 inmate call 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 acknowledges that all call detail records (DRs) and call recordings contained in the inmate telephone system equipment Company provides 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.

List of Equipment (in addition to inmate telephones and TTYs listed in the table above)Centralized FOCUS Inmate Calling Platform, with the following features:

-**V-Track** investigative software that features advanced call monitoring, playback of inmate calls, and investigative reporting

-**V-Tips** Investigator software that allows confidential informants the ability to leave messages for Investigators

-**5 years** online storage of all call recordings

Data IQ Investigator Software

Data IQ is a robust analytical tool designed to integrate disparate data sources into a single data mining and link analysis solution, allowing users to be more efficient and effective in generating actionable intelligence.

V-Track Investigator Software

V-Track investigative software for monitoring and playback of inmate calls. V-Track has additional features, such as Security Threat Group classification, Case Notes capability, and an extensive list of reporting capabilities.

Rates

The telephone rate structure and transaction fees are provided in the tables below, and shall in no event exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission ("FCC"). The rates provided are exclusive of taxes, and other amounts Company collects for, or pays 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. Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement. Rates and surcharges below will be implemented as soon as reasonably practicable, but by no later than August 5, 2015. Interim rates and surcharges will be those in effect upon the execution of the Contract.

Call Rates and Surcharges

Call Type/Collect	Collect Rates		
	Connect Fee	First Minute	Additional Minute
Local	\$0.00	\$0.12	\$0.12
Intralata/Intrastate	\$0.00	\$0.12	\$0.12
Interlata/Intrastate	\$0.00	\$0.12	\$0.12
Interlata/Interstate	\$0.00	\$0.12	\$0.12
International	N/A	N/A	N/A

Call Type/Prepaid	Prepaid Rates		
	Connect Fee	First Minute	Additional Minute
Local	\$0.00	\$0.12	\$0.12
Intralata/Intrastate	\$0.00	\$0.12	\$0.12
Interlata/Intrastate	\$0.00	\$0.12	\$0.12
Interlata/Interstate	\$0.00	\$0.12	\$0.12
International	\$0.00	\$0.50	\$0.50

Call Type/Prepaid	Debit Calling Rates		
	Connect Fee	First Minute	Additional Minute
Local	\$0.00	\$0.12	\$0.12
Intralata/Intrastate	\$0.00	\$0.12	\$0.12
Interlata/Intrastate	\$0.00	\$0.12	\$0.12
Interlata/Interstate	\$0.00	\$0.12	\$0.12
International	\$0.00	\$0.50	\$0.50

In addition to the call charges, Company may charge transaction fees as detailed in the table below.

Transaction Fees.

- AdvancePay Account Transaction Fees (Maximum Single Deposit Amount is \$100.00)

Deposit Channel	Fee
Online (Web)	\$7.95
Mobile Phone Application	\$7.95
Phone (Interactive Voice Response)	\$7.95
Phone (Live Operator)	\$7.95
Retail Location	Varies by Retailer
Check or Money Order Mailed to Lockbox	No charge

In addition to the foregoing, there is an account closure/refund fee of \$3.95, which Company may change from time to time.

- Family and Friends Deposit into Inmate Pin Debit Account (Maximum Single Deposit Amount is \$100.00)

Deposit Channel	Fee
Online (Web)	\$7.95
Mobile Phone Application	\$7.95
Phone (Interactive Voice Response)	\$7.95

EXHIBIT B – MOBILITY SERVICE

Exhibit B
Mobility Service

- I. Overview. Company shall supply the products and services needed to deploy Company's enhanced communications services ("Mobility Service") at certain Premises Provider locations, as further described in this Exhibit. Inmates shall have access to the Mobility Service through the Tablets (as defined below). The Tablets shall connect to Company's secure network through wireless access points deployed at the Locations (as defined below), provided, however, that access in any Location may not be ubiquitous, and may have gaps, depending on Location characteristics.
- II. Deployment Locations. The Mobility Service shall be deployed at the locations listed in the table below (individually "Location" and collectively "Locations"). Company reserves the right to terminate the Mobility Service at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of the Mobility Service at such Location(s), including the failure by Company to recover the Expenditure (as defined below) within twenty four (24) months following the deployment of the Mobility Service at the Locations.
- a. Locations.

Building	Location Description	# of Tablets to be Deployed
Arkansas Valley (AVCF)		Inmate ADP
Arrowhead (ACC)(CMC)	ECAN	Inmate ADP
Bent County (BCCF)		Inmate ADP
Buena Vista (BVCF)		Inmate ADP
Centennial (CCF)	ECAN	Inmate ADP
Cheyenne Mountain (CMRC)		Inmate ADP
Crowley (CCCF)		Inmate ADP
Golden (CCC)		Inmate ADP
Colorado State Penitentiary(CSP)	ECAN	Inmate ADP
Delta(DCC)		Inmate ADP
Denver Reception(DRDC)	DRDC	Inmate ADP
Denver Women's (DWCF)	DRDC	Inmate ADP
Four Mile(FMCC) (CMC)	ECAN	Inmate ADP
Fremont (FCF)	ECAN	Inmate ADP
CSP II		Inmate ADP
Kit Carson (KCCF)		Inmate ADP
LaVista LVCF)	Pueblo	Inmate ADP
Limon (LCF)	Pueblo	Inmate ADP
Rifle (RCC)		Inmate ADP
San Carlos (SCCF)	Pueblo	Inmate ADP
Skyline (SCC)(CMC)	ECAN	Inmate ADP
Sterling (SCF)		Inmate ADP

Colorado Territorial (CTCF)	CTCF	Inmate ADP
Trinidad (TCF)		Inmate ADP
Youth Offender (YOS)	Pueblo	Inmate ADP
COHQ Headquarters		Inmate ADP
Colorado Springs Headquarters		Inmate ADP
Lincoln Parole		Inmate ADP

ECAN = East Canon
CTCF = Territorial
DRDC = Denver
Pueblo = Pueblo Complex

III. Company Provided Equipment, Services and Cabling. Company shall supply equipment, services, and cabling at no cost to Premises Provider, as follows. Company shall retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling shall become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Mobility Service in any Location(s), Premises Provider shall collect and deliver to Company all Tablets assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

a. Equipment and Hardware.

i. Tablets. Company shall supply up to **Eighteen Thousand (18,000) Inspire™** mobile tablets (individually "Tablet" and collectively "Tablets") for the duration of the Agreement, subject to the following limitations.

1. Each inmate assigned a Tablet must agree to accompanying terms and conditions in order to be granted use of the Tablet.
2. Company shall provide one set of earphones to each inmate supplied a Tablet, and shall supply replacement earphones for purchase by the inmate through Premises Provider's commissary service.
3. Company shall not replace or repair any Tablet that is damaged or destroyed by willful act, as determined in Company's discretion.
4. Company shall replace or repair on a one-time basis per inmate any Tablet that is damaged or destroyed for reasons other than a willful act, subject to the following:
 - a. Company shall have no obligation during any twelve (12) month period to replace or repair in any housing unit within a Location more than five (5) Tablets or a number of tablets equal to five (5%) percent of the Tablets deployed at that housing unit, whichever is greater;

- b. Company may cease providing the Mobility Service at any housing unit within a Location, and remove the Tablets deployed to that Location, if Company has repaired and/or replaced in any twelve (12) month period ten (10) Tablets or a number of Tablets equal to ten (10) percent of the Tablets deployed at that housing unit, whichever is greater.
- 5. Company may replace, upgrade, or substitute any or all of the Tablets at any time.
- ii. Additional Hardware and Cabling. Company shall provide all hardware, cabling, and circuits necessary to deploy the Mobility Service at the Locations, subject to the following.
 - 1. Charging. Company shall supply one (1) wall charger with each Tablet.
 - 2. Access Points. Company shall install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.
- b. Services
 - i. Telephone Calls. Company shall enable Tablets for outbound telephone calls through the inmate telephone platform Company operates on behalf of Premises Provider. The calls shall include the features and functionality associated with the inmate telephone platform, including system settings, investigative capabilities, and security features. Inmates shall use headphones, which are equipped with a microphone, to complete calls.
 - ii. Content. Company shall make available for purchase certain content that may be loaded on or accessed through the Tablets, including music, games, email, and such other content as may be agreed upon in writing by the Parties. The content shall be provided on subscription bases that terminate upon Company no longer providing Premises Provider with the Mobility Service, the release or transfer of the inmate from the Locations, or the violation by the inmate of the terms of use for the Tablet, including nonpayment for a subscription. Applications shall be supplied on a rolling basis as soon as reasonably practicable following deployment of the Mobility Service. Company reserves the right to alter or discontinue any content. Company shall work in good faith to supply educational content through the Tablets that is generally suitable for the inmate population based on industry standards and Premises Provider requirements, except, however, Company shall not be required, and Premises Provider shall assume, any cost of delivering such content to inmates that exceeds in any year a retail value of \$500,000.
 - iii. Debit Link Accounts. All inmate content and email purchases (not including charges for inmate telephone calls) shall be completed using Link Units, which each inmate or their friends or family may purchase through a special purpose account created for the inmate (individually "Debit Link Account"

and collectively "Debit Link Accounts"). Once purchased, Link Units may only be returned to an inmate's trust account or otherwise redeemed by the inmate (as applicable) upon termination of the Mobility Service at all Locations or upon an inmate's release. All Link Units purchases by inmate friends or family are final. Inmates may fund the Debit Link account by transferring monies from their trust account. Company does not charge fees associated with transfers from the inmate trust account. Inmate friends and Family may fund an inmate's debit link account by deposits made through the Company web site or IVR. There are transaction fees associated with friends and family deposits made through web and IVR based on the following table:

Transaction Fees For Debit Link Accounts

Deposit Amount*	Fee
Up to \$20	\$2.00
\$20.01 to \$100.00	\$3.50
\$100.01 to \$200.00	\$4.50
\$200.01 to \$300.00	\$6.00

* The maximum single deposit amount is \$300.

iv. Support and Maintenance. Company will provide all support and maintenance services for the Mobility Service, including the Tablets, subject to the limitations described herein. Company will respond promptly to all support requests, provided, however, reports or requests involving the security features of the Tablets shall have priority. Premises Provider acknowledges that the resolution of certain hardware and software events shall be subject to supply chain lead times, and that Tablets shall not be available while being repaired or maintained.

IV. Pricing. Company may apply the following charges on the use of the Tablets, provided, however, that Company may in its discretion change any pricing other than pricing for inmate telephone calls.

- a. Inmate Telephone Calls: Inmate telephone call charges are as set forth in Exhibit A of this Agreement.
- b. Email: \$0.49 per message sent, provided, however the rate shall increase in accordance with increases by the U.S. Postal Service for the cost of first class mail stamps.
- c. Games. Tiered monthly subscription, priced from \$5.00 to \$15.00 per month. Games may also be sold on an individual basis or provided for free.
- d. Music: Up to \$19.99 per one month subscription. For current inmates (who are assigned a Tablet) who have already purchased music from the previous tablet vendor at Premises Provider facilities, Union Supply, Company shall credit each such inmate's Debit Link Account with a value equal to the amount the inmate spent on music with Union Supply, up to an aggregate amount, for all inmates combined, of \$300,000. If the aggregate purchases from Union Supply exceed

\$300,000, each inmate shall be credited a percentage of what they spent, determined by dividing \$300,000 by the total amount spent by all the inmates. Inmates shall be able to spend these credits on streaming music, email, ebooks, games or any other paid content available through the use of the Tablets.

e. Replacement Headphones: Up to \$2.49.

f. Replacement wall chargers: Up to \$6.99.

V. Premises Provider Obligations.

a. Technology. Premises Provider must allow:

- i. The installation and use of Wi-Fi at all Locations;
- ii. the use of wired earphones and lithium batteries for the Tablets;
- iii. inmate access to electrical outlets for wall chargers (as applicable); and
- iv. to be accessed through the Tablets wireless inmate telephone calls, music, paid games, inmate email, and any other content agreed upon by Premises Provider and Company.

b. Operations. Premises Provider must:

- i. Assign a unique Tablet to each inmate having access to a Location and ensure that inmates only use their assigned Tablets;
- ii. allow and facilitate the sale of earphones and other Tablet accessories through its commissary without mark up;
- iii. allow the creation of Debit Link Accounts for inmates and the exclusive use of Link Units for the purchase of content in connection with the Tablets;
- iv. facilitate the integration of inmate Debit Link and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any;
- v. allow inmate per-call duration of not less than sixty (60) minutes;
- vi. allow the use of Tablets throughout the Locations;
- vii. facilitate the recycling and reuse of tablets each time a Tablet is re-assigned to a new inmate;
- viii. provide Company with secure space to store Tablets and other Company equipment associated with the Mobility Service;
- ix. provide at its expense all necessary power and power source; and

- x. designate a single point of contact who is authorized to act on behalf of the Premises Provider on all matters involving the Mobility Service.
- c. Use and Alteration. Premises Provider shall assign and distribute Tablets to inmates in accordance with the process agreed upon by the Parties. Premises Provider shall only allow the Tablets to be used for their intended purpose, and shall 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 the Mobility Service.

VI. Additional Terms.

- a. Monitoring and Recording. Premises Provider acknowledges that the Mobility Service provides Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record calls made through the Tablets, read emails sent through the Tablets, and monitor content streamed or otherwise loaded on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith.
- b. Liability.

COMPANY AND ITS SUPPLERS SHALL 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 USERS, INMATES OR COUNTY 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.

EXHIBIT C – VIDEO VISITATION AND MANAGEMENT SOLUTION

EXHIBIT C
Video Visitation and Management Solution**Overview.**

Company shall provide a complete, secure Video Visitation System (VVS) solution to facilitate offender communications with families, friends, and attorneys.

Company's VVS is an all-encompassing solution developed specifically for correctional facilities. The system's modular design allows the implementation of the functionality that CDOC is currently seeking with additional functionality available for deployment and activation as policies and other factors change over time. Managing face-to-face visits, on-site visits, or remote visits can all be done using this modularly-based platform, equipping CDOC with tools to effectively manage every aspect of the inmate visitation environment. Our scalable visitation management software has an easy-to-use interface that allows CDOC to deliver exceptional service to the community and greater security for the facility while eliminating the chaos so often associated with visitation.

Services

Company shall be responsible for: a) furnishing, installing, repairing and servicing the equipment listed below; b) 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 the Company's obligations hereunder. The Company reserves the right to control unbillables, bad debt and fraud.

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

Company also does not furnish, maintain or provide consumables for peripheral equipment. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

Premises Provider and Company shall use best efforts to promote video visitation at the Facility for paid remote video visitation, including: 1) make video visitation available for paid remote visits for at least 12 hours a day every day, without inmate session limitations except in connection with disciplinary action; 2) allow Company to promote the use of video visitation through, among others, the distribution of promotional material at Facility locations, IVR recordings, the Web, and press releases; 3) Allow Company to have promotional pricing to make video visitation an attractive alternative.

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 Visitation 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 visitation 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 acknowledges that all video visitation detail records (DRs) and video visitation recordings contained in the equipment 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.

Software

- Visitation Software Deployment Strategy
 - Company shall deploy a hosted application server in the Company video visitation data center. A Gatekeeper server, Recording server, and Storage server shall be installed onsite at one DOC facility to increase performance and decrease internet bandwidth requirements. The servers shall be deployed at whichever facility shall be handling the highest volume of video visits (onsite or remote visits) and the highest volume of live video visitation monitoring.
- Visitation Scheduling
 - Unlimited number of user licenses for the Company Scheduling Software
 - Facility Registration and Scheduling
 - Public Web-Based Registration and Scheduling
 - Multilingual web interface (English, Spanish)
 - Professional Web-Based Registration and Scheduling
 - Visitor Kiosk Registration and Scheduling
- Face-to-Face, On-Premises, and Remote Visitation Management
 - Manage public and professional visits
 - Manage non-contact and contact visits
 - Manage on premises video visitation and remote video visitation
 - Establish set schedules for non-contact visits, contact, visits, on premises video visits, and remote video visits
 - Officer check in for all on premises visits
 - Officer video check-in prior to remove video visitation start
- Fully Configurable Policies
 - Quotas for inmates and visitors, by day or by week, ability to set different quotas for different housing units
 - Assign staff users to user groups with specific privileges
 - Inmate and visitor restrictions
- Automated Conflict Checking
 - Inmate and Station Availability
 - Event Management
 - Inmate and Visitor Quotas
 - Housing Unit Visitation Schedules
 - Inmate and Visitor Restrictions
 - Visitation Center Hours
 - Number of Visitors Per Visit
- OMS Integration
 - One-way data transfer from OMS: XML view or Database View
 - Option to import inmate events from OMS including restrictions and approved visitors (requires XML integration)
- Live Monitoring & Recording
 - Live audio and video monitoring for all public video visits (professional video visits are encrypted to prevent live monitoring)

- Recording of all public video visits (professional video visits are encrypted to prevent recording). Recorded visits to be stored for 60 days.
- Cancellation Notifications
 - Automated Inmate Updates and Cancellation Notices
 - Cancellation notices via email and automated phone messages
- Data Reports
 - Upcoming visitation reports for an entire facility or specific housing unit
 - Who visited whom and how many times (day, week, month, etc.)
 - Visitation types (e.g. normal, professional, etc.)
 - Visitations by housing unit, day of the week, or specific time, location
 - Housing Unit Reports- which station an inmate needs to be at, and at what time
 - Formats include PDF, XLS, and HTML
 - Total visitations by day, week, month, etc.
- Visitor Warrant Check
 - Allows facility to export visitor registration information for 3rd party warrant check services and import warrant check results

Hardware

550 Inmate Visitation Units

60 Visitor Visitation Units

Rates

Any on-premise video visits beyond those free visits that are required by law will incur a charge of \$0.40 per minute for the duration of the visit.

Remote video visits shall be charged in accordance with the table below. There shall be 10 and 25 minute visits allowed.

Visit Duration	Charge to Visiting Party
10 Minutes	\$4.00
25 Minutes	\$10.00

EXHIBIT D – PAYMENT SOLUTIONS, INMATE TRUST DEPOSITS

**EXHIBIT D
Payment Solutions
Inmate Trust Deposits****Overview**

Company's best-in-class inmate trust deposit solutions ("Company Payment Solutions") offers correctional facilities an end-to-end system for the timely and secure processing of funds. Our solution starts from the moment the prisoner arrives at a CDOC facility until he or she is released. Our solution helps automate labor-intensive and time-consuming processes while providing seamless, real-time integration across accounts and transactions.

Services

Company shall be responsible for: a) furnishing, installing, repairing and servicing the equipment needed for all payment channels described below; b) the transfer of all funds accepted via any of Company's payment channels; and c) supplying marketing and promotional materials. Company shall initiate an Automated Clearing House ("ACH") credit to Premises Provider's designated bank on the next business day after the deposits are authorized and accepted by Company. Company reserves the right to implement controls necessary to limit bad debt and fraud, including limit the number of deposits into any one account, provide a deposit limit or ceiling for a single transaction, and restrict the number of payments from any source or individual.

Premises Provider shall: a) provide access to power for kiosks; b) work with Company to promote the Company Payment Solutions being provided; c) make inmate friends and family aware of the availability of the Company Payment Solutions through the Premises Provider website and other mutually agreeable methods of advertising; d) provide a reference link from the Premises Provider website to a URL designated by Company for the sole purpose of promoting the Company Payment Solutions. Premises Provider shall cooperate with Company in its efforts to prosecute fraudulent transactions and recover bad debt, including provide account user information and balances.

Payment Channels

Lobby Kiosk – Located in areas agreed upon by Premises Provider and Company. Company's Lobby Kiosks accepts cash, credit/debit cards from friends and family who want to add monies to inmate trust accounts.

Mobile – Company provides Android & Apple downloadable mobile apps and a mobile-friendly website to facilitate credit/debit card payments from a smartphone.

Online – Users can complete a transaction in minutes by accessing Company's online, secure website portal and entering the required account information. It is secure, convenient, easy, and fast with online support available if users have questions.

Phone- Provides a toll-free number that walks users through a transaction step-by-step to make a secure transaction on their phone using either a land line or cell phone.

Walk-In Retail – Payments can safely and securely conduct transactions at select retailers through a network of neighborhood-based payment centers across the country using cash or credit/debit cards. Users simply inform the store clerk they are making a Company payment and provide the Facility# (DOC ID) and the Account #.

Transaction Fees

Trust Fund Deposit Range	cc/dc Fee (all channels)	Cash – Lobby Kiosks	Cash –Walk-in Retail
\$0 - \$20	\$2.75	\$2.75	\$4.75
\$20.01 - \$100	\$4.75	\$2.75	\$4.75
\$100.01 - \$200	\$5.75	\$2.75	\$4.75
\$200.01 - \$300	\$7.75	\$2.75	\$4.75

Maximum single deposit amount is \$300.00.

EXHIBIT E – OPTION LETTER

SAMPLE OPTION LETTER

Date:	Original Contract CMS#	Option Letter#
CMS#	CORE#	

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2 and delete the rest.

- a. Option to renew only *(for an additional term)*
- b. Change in the amount of goods within current term
- c. Change in amount of goods in conjunction with renewal for additional term
- d. Level of service change within current term
- e. Level of service change in conjunction with renewal for additional term
- f. Option to initiate next phase of a contract

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

- a. **For use with Options 1(a-e):** In accordance with Section(s) _____ of the Original Contract between the State of Colorado, Department of Corrections, and Contractor's Name, the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert ending date at a cost/price specified in Section _____, AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in Identify the Section, Schedule, Attachment, Exhibit etc.
- b. **For use with Option 1(f), please use the following:** In accordance with Section(s) _____ of the Original Contract between the State of Colorado, Department of Corrections, and Contractor's Name, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc for the term beginning Insert start date and ending on Insert ending date at the cost/price specified in Section _____.
- c. **For use with all Options 1(a-f):** The amount of the current Fiscal Year contract value is increased/decreased by \$ amount of change to a new contract value of Insert New \$ Amt to as consideration for services/goods ordered under the contract for the current fiscal year indicate Fiscal Year. The first sentence in Section _____ is hereby modified accordingly and the fiscal table therein is changed to read as follows:

The total contract value including all previous amendments, option letters, etc. is Insert New \$ Amt.

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

<p>STATE OF COLORADO John W. Hickenlooper, Governor Department of Corrections</p> <hr/> <p>By: Kellie Wasko, Deputy Executive Director</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Lenny Merriam, Controller, Delegate</p> <p>Date: _____</p>
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