

MC # 900421  
013-1-1396

**Global Tel\*Link Corporation**

12021 Sunset Hills Road, Ste. 100  
Reston, Virginia 20190  
Tel. 703-955-3915  
Fax 703-435-0980  
Web <http://www.globaltellink.com>

**AMENDED AND RESTATED INMATE TELEPHONE SERVICE AGREEMENT**

This Amended and Restated Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel\*Link Corporation ("GTL" or "Company"), having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 and the County of Alameda, with an address at 1401 Lakeside Drive, 12<sup>th</sup> Floor, Oakland, CA 94612-4305 ("County" or "Premises Provider") and amends and restates Pacific Bell Communications agreement dated July 1, 1995, and amended by the First, Second, Third, Fourth, Fifth, and Sixth Amendments to the Agreement.

**1. Term.** This Seventh Amendment shall be in effect for five (5) years, commencing on May 1, 2012, and ending on April 30, 2017. Commission calculations shall begin as of the commencement date. This Agreement may be renewed upon written agreement of the parties.

**2. Equipment.** This Agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: the Glenn E. Dyer Detention Facility, 550 6<sup>th</sup> St., Oakland, CA 94687 and the Santa Rita Jail Facility, 5325 Broder Blvd., Dublin, CA 94568 ("Facility(ies)"), all other Facilities under the control of the Premises Provider, and the Alameda County Juvenile Facilities.

The term "Equipment" is defined herein as 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 will seek approval from 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.

The Company shall install additional telephones and related equipment as well as monitoring and recording equipment as needed, within 30-60 days of request, at no cost to the Premises Provider. This includes expansion to each of the Facilities and any newly constructed Facility. This shall be done throughout the Agreement term and any subsequent renewal terms. Upon commencement of this Agreement, the Company shall install the required number of new inmate telephones at Santa Rita Jail in Housing Units 31, 24, 25, 32, and 33. The sequence of installation shall be determined by the Premises Provider.

Additionally, the Company shall reimburse the Premises Provider for cabling work and wiring for installation of the new inmate telephones referenced above to be completed by the Premises Provider's General Services Agency (GSA) for the Premises Provider. The cost to Company for this wiring shall be \$150,000.00 and shall be payable to Premises Provider within ten (10) days of the commencement of this Agreement. Should the Premises Provider require the installation of additional inmate telephones, the parties shall mutually agree upon additional reimbursement amounts to be paid by the Company to Premises Provider.

The Company will be required to establish an interface with the Premises Provider's jail management system (JMS), not to exceed \$5,000.00 so that inmate PINs will be automatically transferred, activated and deactivated in the ITS based on the inmate's custody status. The following requirements will apply relative to an interface:

A real-time or near real-time interface with data transfers not to exceed every 15 minutes. At a minimum, the required data to be transferred is as follows:

- Facility;
- Inmate ID/PIN;
- Inmate First and Last Name;
- Inmate Housing Location;
- Inmate Custody Status (i.e. active/inactive, etc.)

The Company's debit application, IVR, and Web Deposit shall have the capability to interface with the current commissary provider for ease of (i) transferring money from the inmate's trust fund/commissary account to the inmate telephone system, (ii) return any remaining funds to the trust fund/commissary account upon the inmate's release, and (iii) transferring money from visitors in the lobby using the Commissary vendor's kiosks to the inmate's phone account. The Company shall be responsible for the exclusive acceptance of inmate phone and trust account deposits from friends and families via the internet (Web) and/or IVR. The Company shall cover negotiated costs associated with the interface, not to exceed \$10,000. The Premises Provider will coordinate the efforts of the Commissary company to align with the Company's aim to complete the interface. Any delays made by the Commissary company shall not have any adverse repercussions to the Company. Should the Commissary company exceed the interface costs beyond the \$10,000 mentioned above, payment of that amount will be negotiated and determined between Inmate Welfare Fund (IWF) and the Commissary company.

Company's Equipment and systems enable the Premises Provider's Jail Management System (JMS) provider to interface with the inmate telephone system. Any costs associated with the interface by the JMS provider is an unknown amount at the time of execution of this Agreement. Should the current, or any subsequent, JMS provider exceed the interface costs beyond the \$5,000.00 as mentioned above, payment of that amount will be negotiated and determined between Inmate Welfare Fund (IWF) and the JMS provider.

**Kiosks** - Company shall install two (2) Intake/Booking kiosks for the inmate money/funds as set forth in the Kiosk MOU Agreement in Exhibit B: one (1) Intake/Booking Kiosk will be in the Glenn E. Dyer Detention Facility, and one (1) Intake/Booking Kiosk will be in the Santa Rita Jail Facility. Kiosk installation shall be subject to the Terms and Conditions of the Kiosk MOU and made part of this Agreement.

**3. Services.** At no cost to the Premises Provider, the Company shall provide all management services necessary to implement this Agreement; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and

policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and 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 Premises Provider may engage third party consultants in the conduct of the day-to-day operations of the inmate telephone system. If a consultant or agent ("Designated Agent") is engaged, the Company will cooperate with the Designated Agent as directed by the Premises Provider.

**Compensation.** The Company shall pay Premises Provider a monthly commission which would be the greater of 70.5% commissions on all Gross Revenue generated by and through the inmate telephone system or a Minimum Annual Guarantee ("MAG") of \$1,500,000.00. The monthly commission payment, whether 70.5% of Gross Revenue or the MAG, shall be calculated and trued up on an annual basis with no regard to the revenues generated in any other month or year. Should the average daily population ("ADP") and revenue for the Premises Provider facilities listed in Exhibit A, increase or decrease by 10% or more for three consecutive months, the parties agree to mutually renegotiate any adjustments to the MAG. Premises Provider shall provide Company the monthly ADP upon request.

**Gross Revenue consists of all compensation, earnings, gain, income, generated revenue,** payment, proceeds or receipts paid to or received by Company and in any way connected to the provision of service pursuant to the agreement. Gross Revenue includes, by way of example and not limitation, the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of collect, debit, and pre-paid local, intralata/intrastate, intralata/interstate, interlata/intrastate, interlata/interstate and international calls), additional fees and/or charges added to the total cost of a call or any other compensation received by the Company. The Company shall pay commission on total Gross Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, uncollectible calls, fraudulent calls, LEC adjustments, or any other Company expense. Any additional fees to be added to the called party's bill, paid by the called party (including those associated with establishing/funding pre-paid collect accounts) or paid by the inmate for inmate telephone calls from each of the facilities listed in Exhibit A must be approved by the Premises Provider prior to implementation. The Premises Provider and the Company shall mutually agree upon the method for compensation associated with the additional charges/fees due to the Premises Provider. Any charges/fees added to the called party's bill without the express written consent of the Premises Provider shall carry a fine of \$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued. The Premises Provider shall provide the Company with an invoice for the total fine due, and the Company shall remit payment to the Premises Provider within 30 days. The Premises Provider and the Company shall mutually agree whether the charges/fees are to remain.

- a) Should the Premises Provider and the Company mutually agree that the charges/fees are to remain, the Premises Provider and the Company shall mutually agree upon a compensation structure.
- b) Should the Premises Provider and the Company mutually agree that the charges/fees are to be discontinued, the Company shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.

A call is deemed complete and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, established by positive acceptance, including voicemail. The company will commission completed calls that can be billed and collected, are charged, and are part of Gross Revenue. Commission for pre-paid Debit card calls shall be due to the Premises Provider upon usage of pre-paid Debit cards from the Company and payable under Section 6. – Records and Confidentiality below. If Premises Provider elects to have the MAG in place, Company can invoice Premises Provider based on total cards purchased, however no discount will apply and all usage will contribute to the MAG.

The Premises Provider will not be liable for any of the Company's costs including, but not limited to, taxes, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages or any other Company costs. Commission for debit calls shall be based upon total Gross Revenues, as specified above, generated from debit call usage and is payable under the payment and reporting section of the agreement. On the 5<sup>th</sup> day following the month of traffic, the Company shall submit a monthly invoice and corresponding debit usage report to the Premises Provider for the full amount of the debit usage (less any issued refunds) for the prior traffic month.

A "Free" call shall be defined as a call not generating any revenue or compensation for the Company. Calls to telephone numbers that appear on the free call list approved by the Premises Provider shall not generate revenue for the Company and shall not be commissionable to the Premises Provider. Only those numbers designated by the Premises Provider on the free call list shall be marked as "Free" in the inmate telephone system and designated as such in the Call Detail Records (CDRs). In the event the Company receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue or compensation shall be included in Gross Revenue and commissionable to the Premises Provider. The Premises Provider reserves the right to enter a free number in the inmate telephone system and without any assistance from the Company. Promotional calls are not commissioned and shall be limited to one call per unique number called per month. Promotional calls shall be designated as such in the CDRs.

Notwithstanding the foregoing, Gross Revenue does not include:

<b>Account Transaction Fees</b>	<b>When Applied</b>	<b>Amount</b>
Automated IVR Deposit of \$25*	Per Transaction	\$4.75
Automated IVR Deposit of \$50*	Per Transaction	\$9.50
Credit Card Deposit through GTL Website	Per Transaction	\$9.50
AdvancePay Account Close-Out Fee	One Time	\$5.00
Deposit sent to GTL via Western Union**	Per Transaction	\$0.00
Certified Check mailed to GTL	Per Transaction	\$0.00
Money Order mailed to GTL	Per Transaction	\$0.00
<b>Federal, State and Cost Recovery Fees</b>	<b>When Applied</b>	<b>Amount</b>
Federal Universal Service Fee (FUSF)	Monthly per Invoice of Interstate Calls	15.7%
Federal Administration Cost Recovery Fee	Intrastate and Interstate Collect Calls billed via paper invoice	\$3.49
State Carrier Cost Recovery Fee	Intrastate Calls billed via paper Invoice	\$1.99
State and Federal Administrative Cost Recovery Fee	Intrastate and Interstate Prepaid Calls	Up to 8% of Call Amount

Validation Fee	Calls to non-ILEC billed calls and Wireless Phones	Up to 4% of Cost of Call
Single Bill Cost Recovery Fee	Monthly per paper invoice of Collect Calls	\$2.89

In addition, Company shall provide a yearly technology grant of one-hundred and fifty thousand dollars (\$150,000.00) The first yearly technology grant will be paid upfront within ten (10) days of commencement of the Agreement and annually thereafter for the remainder of the Agreement term. In the event Premises Provider terminates this Agreement by convenience without cause prior to the end of the initial term then Premises Provider agrees to reimburse Company a prorated amount of the yearly technology grant less any credits earned.

In the event of lost recordings due to unforeseeable or uncontrollable circumstances, the Premises Provider agrees to notify the Company of such instances and provide up to 7 days per instance for the Company to produce the call recordings. Should the calls be unretrievable, Company agrees to compensate Premises Provider \$500.00 for each occurrence. Occurrence is to encompass all recordings lost in a particular instance.

## 5. Rates.

### Collect & Prepaid Collect (AdvancePay) Calling Rates

#### Local Rate:

	DAY		EVENING		NIGHT/WEEKEND	
		EACH		EACH		EACH
RATE	1*	ADD'L	1st	ADD'L	1st	ADD'L
MILEAGE	Minute	PERIOD	Minute	PERIOD	Minute	PERIOD
9999	3.353	0.0759	3.3151	0.0569	3.2677	0.0569

#### Intrastate/Intralata Rate:

	DAY		EVENING		NIGHT/WEEKEND	
		EACH		EACH		EACH
RATE	1st	ADD'L	1st	ADD'L	1st	ADD'L
MILEAGE	Minute	PERIOD	Minute	PERIOD	Minute	PERIOD
12	3.353	0.0759	3.3151	0.0569	3.2677	0.0569
16	3.353	0.0759	3.3151	0.0569	3.2677	0.0569
20	3.353	0.0759	3.3151	0.0569	3.2677	0.0569
25	3.391	0.1327	3.3625	0.1138	3.3056	0.0853
30	3.391	0.1327	3.3625	0.1138	3.3056	0.0853
40	3.391	0.1327	3.3625	0.1138	3.3056	0.0853
50	3.4194	0.1517	3.372	0.1233	3.3341	0.0948
70	3.4194	0.1517	3.372	0.1233	3.3341	0.0948
9999	3.4479	0.1991	3.3815	0.1422	3.3625	0.1422

#### Intrastate/Interlata

	DAY		EVENING		NIGHT/WEEKEND	
		EACH		EACH		EACH
RATE	1st	ADD'L	1st	ADD'L	1st	ADD'L
MILEAGE	Minute	PERIOD	Minute	PERIOD	Minute	PERIOD
9999	3.65	0.65	3.65	0.65	3.65	0.65

**Interstate/Intralata:**

	DAY		EVENING		NIGHT/WEEKEND	
	1st	EACH ADD'L	1st	EACH ADD'L	1st	EACH ADD'L
MILEAGE	Minute	PERIOD	Minute	PERIOD	Minute	PERIOD
9999	3.50	0.30	3.40	0.20	3.40	0.20

**Interstate/Interlata:**

	DAY		EVENING		NIGHT/WEEKEND	
	1st	EACH ADD'L	1st	EACH ADD'L	1st	EACH ADD'L
MILEAGE	Minute	PERIOD	Minute	PERIOD	Minute	PERIOD
9999	4.80	0.85	4.80	0.85	4.80	0.85

**Prepaid Card / Debit Calling Rates**

All Call Types

\$2.69 surcharge + \$0.10 per minute

The Company shall submit a request in writing to receive approval from the Premises Provider for any calling rate increases and/or decreases for inmate telephone calls before any new calling rates are implemented. The Premises Provider will respond in writing to the Company's request. Should the Company decrease the calling rates without the express written approval of the Premises Provider, the Company shall be responsible for paying commissions on the Gross Revenue as determined by applying the calling rates prior to the unapproved change. Should the Company increase the calling rates without the express written approval of the Premises Provider, the Company must issue credits to all customers that are overcharged. A list of the issued credits shall be provided to the Premises Provider and/or its Designated Agent as documentation. No commission refund shall be due from the Premises Provider to the Company for unapproved rate increases.

Duration Rounding: The Company shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call is terminated by the inmate telephone system. For calls where the duration is at least 1 second, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the calling rates are applied.

Calling Rate Rounding: During the call rating process, the Company shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

Mileage Rounding: For call rating purposes, mileage calculations shall be completed using the CA price list, which is an industry standard method for calculating mileage.

**6. Records & Confidentiality.** The Company shall maintain records sufficient to permit proper determination of funds due the Premises Provider. Such records shall be made available to the Premises Provider for review upon request.

Each party shall keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, provided, however, that the parties shall cause all Agents to honor the provisions of this Section. The parties may also make disclosures

as required by law as long as, before any disclosure, the party subject to the disclosure requirement promptly notifies the other party of the requirement and allows the other party the opportunity to oppose the disclosure. If the party subject to the disclosure requirement is ordered to pay attorney fees, damages, sanctions, or any other payment as a result of the other party opposing the disclosure, the other party shall indemnify and make whole the party subject to the disclosure requirement. Neither party will be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

The Company shall provide commission payments and traffic detail reports to the Premises Provider and/or its Designated Agent on or before than the 10<sup>th</sup> day of the month following the month of traffic. The Premises Provider requires that traffic detail reports be sent electronically in an exploitable format.

Traffic detail reports shall include a detailed breakdown of the traffic for all collect, debit and pre-paid calls for each inmate telephone at each of the facilities. Traffic detail shall include, at a minimum, each of the following items for each inmate telephone broken down by collect, debit and pre-paid call types:

- Facility Name
- Facility Identification Number/Site Identification Number
- Facility Address: Street, City, State and Zip
- Automatic Number Identifier (ANI)
- Inmate Telephone Station Port/Identifier
- Inmate Telephone Location Name
- Local Gross Revenue and Commission (per inmate telephone)
- INTRAlata/INTRAsate Gross Revenue and Commission (per inmate telephone)
- INTERlata/INTERAsate Gross Revenue and Commission (per inmate telephone)
- INTRAlata/INTERAsate Gross Revenue and Commission (per inmate telephone)
- INTERlata/INTERAsate Gross Revenue and Commission (per inmate telephone)
- International Gross Revenue and Commission (per inmate telephone)
- Commission Rate (%)
- Total Commission Amount
- Traffic Period and Dates
- Number of calls per call type (local, etc.) per inmate telephone
- Number of minutes per call types (local, etc.)

The Company shall supply a report of all pre-paid card orders completed during the traffic month to include (at a minimum) the order date, invoice number and amount.

The Company shall provide monthly system platform Call Detail Records (CDRs) and billing files which shall be delivered to the Premises Provider and/or its Designated Agent no later than the 25th day of the month following the month of traffic.

The Billing Files, in EMI format, shall contain all fields which are legally permitted to be released, with the contents of said fields in the format and content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The Billing Files shall be accompanied by a complete file map and complete field legend. The billing files shall include, but not limited to, the following fields.

- Record ID

- Facility Name
- Facility Identifier
- From ANI
- To ANI
- Batch Number
- Duration
- Commission/Revenue Period
- Date (yymmdd)
- Connect Time (hhmmss)
- Billable Time (mmmmss)
- Multiple Rate Indicator
- PIN Digits
- Originating City
- Originating State
- Bill City
- Bill State
- Seconds (Duration of Call)
- Rounded Bill Time Indicator
- Bill Number
- LATA ID
- Settlement Code
- Message Type
- Charge Amount
- Additional Charges and Fees
- Specialized Calling Indicator
- Validation Indicator
- Tax Exempt Indicator
- Rate Period
- Rate Class

The raw CDRs shall contain all calls (both attempted and completed) that originate from each of the facilities for each day and each time of the day for the period for which said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, these records shall be accompanied by a complete file map and complete file legend.

- Facility Name
- Facility ID
- From ANI
- To ANI
- Batch Number
- From City
- From State
- To City
- To State
- Commission/Revenue Period
- Station ID
- Location of Phone
- Inmate ID
- PIN
- Pre-Paid Card ID
- Call Start (yymmdd; mmss)
- Connect Time (yymmdd; mmss)
- Call End (yyyymmdd;mmss)



- Seconds
- Call Type
- Destination Class
- Cost
- Tax
- Validation Result
- Termination Reason
- LIDB Status
- Completion Flag

Commission discrepancies must be resolved by the Company within 30 days of receipt of notification of a discrepancy by the Premises Provider or its Designated Agent or such discrepancy is subject to late charges, as described below and/or termination of the Agreement at the sole discretion of the Premises Provider, and/or any other legal course of action the Premises Provider elects to pursue. All commission payments shall be considered final and binding upon the Premises Provider unless written objection is received by the Company in accordance with Section 10, within 120 days of receipt of commission payment by the Premises Provider.

Commission payments, traffic detail reports, billing files, CDR reports and/or reports not containing the required fields received by the Premises Provider or its Designated Agent after the due date are all subject to late charges. Late charges for commission payments shall be equal to 3% per month of the commission due. Late charges for reporting shall be a fee of \$350.00 per month. Notwithstanding anything to the contrary, late charges for reporting shall not exceed a total of \$1,000. GTL will make an effort to provide the reporting that is required by this agreement, which involves development by GTL's engineering group within a year upon execution. Late fees will not go into effect until the development is completed.

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

- (a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees, provided that they satisfy the Premises Provider's security requirements.
- (d) Premises Provider represents and warrants that it has 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; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide inmate and/or payphone service at the Facility provided, however, that the Company may choose not to exercise this exclusive right.
- (e) During the term of this agreement, Premises Provider agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate Premises Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.

(f) Stipulate 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 applicable 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 provided under 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 agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company by any person arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such applicable law, regulation or guideline.

(g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premises Provider are the exclusive property of the Premises Provider during and beyond the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the CDRs and recordings to respond to legal requests and to provide the services under this Agreement.

**8. Title.** Title to Equipment hereunder shall be and at all times remain in the Company.

**9. 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.

**10. Notices.** Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

**To Company:**  
**Global Tel\*Link Corporation**  
Road 1401 Lakeside Drive  
Suite 100  
Reston, Virginia 20190  
Phone: (703) 955-3915  
Fax: (703) 435-0980  
**ATTN: Legal Department**

**To Premises Provider:**  
**County of Alameda** 12021 Sunset Hills  
12th Floor  
Oakland, CA 94612-4305  
Phone: 510-272-2940  
Fax:  
**ATTN:** \_\_\_\_\_

**11. Governing Law.** The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of California.

**12. Indemnification & Consequential Damages.** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss there from, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are

caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

**13. 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.

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

**15. Assignment.** This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, including any new administration or head of Premises Provider; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premises Provider.

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

**17. 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 will be solely made by the Company) that there has been a violation hereof, Premises Provider will 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.

**18. Force Majeure.** Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon Premises Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

**19. Dispute Resolution.** Premises Provider and Company agree that any disputes or claims arising under this Agreement shall be resolved through alternative dispute resolution means in the following manner:

(a) Initially, the parties shall engage in non-binding mediation. Mediation shall be held in Oakland, California, USA. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution.

(b) In the event the dispute or claim is not satisfactorily resolved through mediation within ninety (90) days of notice of such claim or dispute by a party, the parties agree to submit such dispute or claim to binding arbitration. Arbitration shall be held in Oakland, California, USA. If Premises Provider is a foreign (non-US) corporation and delivery of the goods under this agreement is to a foreign (non-US) destination, then the commercial arbitration rules of the International Chamber of Commerce shall apply. In all other instances the commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision or award by the arbitrators shall be final and binding on the parties and may be enforced in any court having jurisdiction over a party against whom any such judgment, decision or award is to be enforced. The parties specifically and knowingly waive any rights under State or Federal constitutions or statutes which grant a party the right to trial by jury for any claims that might arise under this agreement or which purports to give a party the right to appeal an arbitrator's judgment, decision or award.

(c) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation or arbitration, unless otherwise directed by the mediator or arbitrator.

**20. Survival.** Upon the expiration or earlier termination of the term of this Agreement, the parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the parties. Notwithstanding the foregoing, Sections 7(f), 8, 9, 11, and 12 shall survive the expiration or earlier termination of this Agreement, and neither party will be released from any liability arising from any breach or violation by that party of the terms of this Agreement prior to the expiration or termination.

**21. Entire Agreement.** This Agreement along with the amendments constitute the entire agreement between the Premises Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

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

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

[Signature Page Follows]

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this \_\_\_\_ day of October, 2012.

**Company**

**Global Tel\*Link Corporation**

Signature



Name: Jeffrey B. Haidinger  
Title: President & COO

**Alameda County Sheriff's Office**

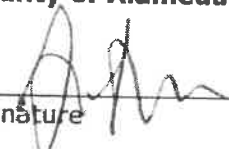
Signature



Name: Gregory J. Ahern  
Title: Sheriff

**County of Alameda**

Signature



Name: John Glann  
Title: Purchasing Agent

**County Council**

Signature



Name: Raymond S. Lara  
Title: County Council

## Exhibit A

### **Facility Name and Address:**

Glenn E. Dyer Detention Center  
550 6<sup>th</sup> Street  
Oakland, CA 94687

Santa Rita Jail  
5325 Broder Blvd.  
Dublin, CA 95468

Camp Sweeney  
2600 Fairmont Drive  
San Leandro, CA 94578

Juvenile Justice Center  
2200 Fairmont Drive  
San Leandro, CA 94578

### **Actual on-site equipment:**

The installation of software and/or hardware on Company provided Equipment is not 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.

### **List of On Site Equipment/Services**

- ❖ One (1) ICMv Inmate Phone Platform installed at each facility
- ❖ One (1) DSI-ITI Intake/Booking Kiosk installed at the Santa Rita Jail Facility
- ❖ One (1) DSI-ITI Intake/Booking Kiosk installed at the Glenn E. Dyer Detention Facility
- ❖ Implement Inmate PIN system for each facility
- ❖ Implement electronic debit for each facility
- ❖ One (1) Inmate Debit Release Card system at each facility

<b>SANTA RITA JAIL</b>	
Inmate Telephones	636
Cart Phones (100 Foot Extension Cords)	3
Cart Phone Jacks (Medical)	19
TDD Units and Associated Printers	3
Lobby Telephones	3
Inmate Telephone Cord Length	8 Inches in Booking/ITR; 12 Inches in General Population

<b>GLENN E. DYER DETENTION FACILITY</b>	
Inmate Telephones	156
Cart Phones	0
TDD Units and Associated Printers	3
Lobby Telephones	0
Inmate Telephone Cord Length	8 Inches in Booking/ITR; 12 Inches in General Population

<b>CAMP SWEENEY</b>	
Inmate Telephones	48
Cart Phones (100 Foot Extension Cords)	0
Cart Phone Jacks (Medical)	0
TDD Units and Associated Printers	0
Lobby Telephones	0
Inmate Telephone Cord Length	12

<b>Juvenile Justice Center</b>	
Inmate Telephones	8
Cart Phones (100 Foot Extension Cords)	0
Cart Phone Jacks (Medical)	0
TDD Units and Associated Printers	0
Lobby Telephones	0
Inmate Telephone Cord Length	12

## Exhibit B

### MEMORANDUM of UNDERSTANDING (MOU) BETWEEN

County of Alameda, 1401 Lakeside Drive, 12<sup>th</sup> Floor, Oakland, CA 94612-4305 and  
DSI-ITI, LLC ("DSI"), 12021 Sunset Hills Road, Suite 100, Reston, VA 20190

**SUBJECT:** Inmate Banking Services

**1. PURPOSE.** This MOU outlines the Pricing, Fees, Services, and Responsibilities of DSI and the County of Alameda (the "County") relative to the provisioning of Inmate Banking Services for inmates housed at the County Correctional Facilities.

**2. SCOPE.** This MOU covers Inmate Banking services to be provided through walk-up, ATM style self service Intake/Booking kiosks to be located at the County Correctional Facilities (Glenn E. Dyer Detention Facility and the Santa Rita Jail Facility).

### **3. UNDERSTANDING.**

- a) The County will receive one (1) Intake/Booking kiosk at each of the following locations: the Glenn E. Dyer Detention Facility and the Santa Rita Jail Facility.
  - i) DSI or a subcontractor will collect the "Cash Only" transaction revenue from the kiosks and manage the process of depositing same into the relevant financial institution account(s).
  - ii) DSI assumes liability for any and all fraudulent transactions accepted through the kiosks including, but not limited to counterfeit bills and credit card charge backs. In the event that counterfeit bills are accepted by the kiosks, DSI will reimburse the County for any loss suffered due these bills being accepted.
  - iii) DSI at its expense, will supply the County with all maintenance and supplies (paper, bill cartridges, etc.) required to operate the kiosks.
  - iv) The County will provide appropriate network and internet connectivity to facilitate the operation of the kiosk software. There will be no costs incurred by the County for this connectivity.
  - v) In the event that any County visitors damage the equipment, the County will make best efforts to detain the visitor and call the authorities. DSI will, at its sole discretion, press charges in order to recover damages. In any event, DSI will repair or supply a new machine on a priority basis.

#### **INTAKE kiosk Only -**

##### **Property**

\$0-20 - free

\$20.01 - \$500 - \$3.75

\$500+ - \$3.75 + 2% of deposit

##### **Bonding**

\$10 + 6% of deposit

**4. EFFECTIVE DATE.** The effective date of this agreement shall be July 1, 2012 or the latest date of signature as noted below whichever is later.

**5. TERMINATION.** Either party may terminate this Agreement upon (45) days written notice to the other party.



**Company**

**DSI-ITI, LLC**

  
Signature

Name: James Rokosky  
Title: Vice President, Technology

10/3/2012  
(Date)

**Alameda County Sheriff's Office**

  
Signature

Name: Gregory J. Ahern  
Title: Sheriff

10/9/12  
(Date)

12021 Sunset Hills Road, Ste. 100  
Reston, Virginia 20190  
Tel. 703-955-3915  
Fax 703-435-0980  
Web <http://www.globaltellink.com>

## LETTER OF AGENCY

DATE: \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WE HAVE ENTERED INTO AN AGREEMENT WITH GTL, PRIVATE PAY PHONE VENDOR, TO ACT AS OUR COMMUNICATIONS REPRESENTATIVE WITH:

\_\_\_\_\_ (LOCAL EXCHANGE CARRIER)

FOR OUR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

Glenn E. Dyer Detention Facility  
550 6<sup>th</sup> Street  
Oakland, CA 94687

Camp Sweeney  
2600 Fairmont Drive  
San Leandro, CA 94578

Santa Rita Jail Facility  
5325 Broder Blvd.  
Dublin, CA 95468

Juvenile Justice Center  
2200 Fairmont Drive  
San Leandro, CA 94578

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE GTL TO DO THE FOLLOWING:

- (X) REQUEST DISCONNECTION OF EXISTING COIN/INMATE TELEPHONES
- (X) INSTALL PHONES ON THEIR OWN BEHALF

THIS AUTHORIZATION DOES NOT PRECLUDE OUR ABILITY TO ACT IN OUR OWN BEHALF WHEN WE DEEM NECESSARY.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BUSINESS TELEPHONE

## ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (the "Assignment Agreement") is made and entered into this 6<sup>th</sup> day of Aug, 2007, to become effective October 1, 2007 ("Effective Date") by and among Pacific Bell Telephone Company, doing business as AT&T California (hereinafter referred to as "AT&T" or the "ASSIGNOR"); Global Tel\*Link Corporation, a Delaware corporation with principal offices at 2609 Cameron Street, Mobile, AL 36608 (hereinafter referred to as either "GTL" or the "ASSIGNEE"); and the County of Alameda, California (hereinafter referred to as the "COUNTY"). AT&T, GTL and COUNTY may hereafter be referred to jointly as the "Parties" and individually as a "Party".

### *WITNESSETH:*

**WHEREAS**, the ASSIGNOR currently is obligated to provide to COUNTY inmate pay telephone services (the "Services") at COUNTY's inmate facilities known as 1) Santa Rita Jail Facility, located at 5325 Broder Blvd., Dublin, CA 94568, and 2) Glen Dyer Jail Facility, located at 550 6th St., Oakland, CA 94607 (referred to hereinafter as the "Facilities"), pursuant to that certain Inmate Pay Telephone Services Agreement by and between the ASSIGNOR and the COUNTY effective on July 1, 1995, as further defined below (hereinafter referred to as the "County Agreement"), which is incorporated by reference herein; and

**WHEREAS**, the County Agreement had an initial term of five (5) years ("Initial Term"), effective July 1, 1995 and terminating on June 20, 2005 ("Termination Date"); and

**WHEREAS**, ASSIGNOR and COUNTY modified the County Agreement pursuant to a Standard Agreement entered into on January 22, 2001 ("First Amendment") which extended the term of the County Agreement for two (2) years thereby amending the Termination Date to January 21, 2003; and

**WHEREAS**, ASSIGNOR and COUNTY modified the County Agreement a second time pursuant to an amendment effective January 21, 2003 ("Second Amendment") which, among other things, extended the term of the County Agreement for three (3) years thereby amending the Termination Date to January 21, 2006; and

**WHEREAS**, ASSIGNOR and COUNTY modified the County Agreement a third time pursuant to an amendment effective June 1, 2004 ("Third Amendment") which, among other things, extended the term of the County Agreement for two (2) years thereby amending the Termination Date to January 21, 2008; and

**WHEREAS**, the ASSIGNEE is in the business of providing comprehensive inmate pay telephone systems and services; and

**WHEREAS**, subject to the terms of this Assignment Agreement, ASSIGNOR desires to assign to ASSIGNEE ASSIGNOR'S rights and obligations under the County Agreement arising on and after the Effective Date, and subject to the terms of this Assignment Agreement, ASSIGNEE is willing to assume ASSIGNOR'S rights and obligations arising on and after the Effective Date; and

*WHEREAS*, the Parties acknowledge and agree that the County Agreement is by its terms assignable by ASSIGNOR to ASSIGNEE, and COUNTY hereby provides its written consent to the assignment set forth in this Assignment Agreement.

*NOW, THEREFORE*, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties hereby agree as follows:

#### **ARTICLE 1. DEFINITIONS**

- 1.1 “Assumed Obligations” shall mean all of the obligations under the County Agreement arising on and after the Effective Date, specifically including any obligations of ASSIGNEE to COUNTY or third parties, if any, arising (i) under the County Agreement on and after the Effective Date or (ii) in connection with acts and/or omissions of ASSIGNEE that occur on and after the Effective Date.
- 1.2 “Excluded Obligations” shall mean any obligations of ASSIGNOR to COUNTY or third parties, if any, arising (i) under the County Agreement prior to the Effective Date or (ii) in connection with acts and/or omissions of ASSIGNOR that occurred prior to the Effective Date.
- 1.3 “County Agreement” shall mean the Agreement between County and ASSIGNOR, dated August 10, 1995 (responding to RFP#013-1-1396), commencing on July 1, 1995 and the Standard Agreement dated January 22, 2001, the Second Amendment dated January 21, 2003, and the Third Amendment dated June 1, 2004 thereto.

#### **ARTICLE 2. ASSIGNMENT**

- 2.1 ASSIGNOR hereby assigns to ASSIGNEE all of ASSIGNOR’S rights with respect to the County Agreement, as well as the Assumed Obligations with respect to the County Agreement, but none of the Excluded Obligations.
- 2.2 ASSIGNOR and COUNTY hereby represent to ASSIGNEE that payments and other performance obligations under the County Agreement are up to date and otherwise in compliance with the terms of said County Agreement; that neither ASSIGNOR nor COUNTY has claims against the other; and that neither ASSIGNOR nor COUNTY is aware of any claims or potential claims of third parties related in any way to said County Agreement, or the existence of any Excluded Obligations.

#### **ARTICLE 3. ACCEPTANCE OF ASSIGNMENT AND ASSUMPTION OF COUNTY AGREEMENT**

Consistent with the terms herein, ASSIGNEE hereby accepts assignment of, and assumes, all of ASSIGNOR’S rights with respect to the County Agreement, as well as the Assumed Obligations with respect to the County Agreement, but does not accept assignment of, nor does it assume, the Excluded Obligations.

#### **ARTICLE 4. CONSENT TO ASSIGNMENT**

COUNTY hereby consents to the assignment herein.

**ARTICLE 5. RELEASE AND INDEMNITY**

- 5.1 ASSIGNEE hereby fully releases and forever discharges ASSIGNOR, its parents, affiliates, and assigns, and its respective officers, directors, employees, from any and all past, present or future claims, actions, costs, damages, demands, debts, expenses, liabilities, and sums owed arising from or that could arise from the County Agreement as herein assigned and assumed, and ASSIGNEE shall defend, indemnify and hold harmless ASSIGNOR from and against any such claims, actions, costs, damages, demands, debts, expenses, liabilities, and sums owed; provided, however, that this Assignment Agreement shall not relieve ASSIGNOR of any obligations to the COUNTY under the County Agreement with respect to ASSIGNOR'S performance thereunder prior to the Effective Date.
- 5.2 ASSIGNOR hereby fully releases and forever discharges ASSIGNEE, its parent, affiliates, and assigns, and its respective officers, directors, employees, from any and all past, present, or future claims, actions, costs, damages, demands, debts, expenses, liabilities, and sums owed arising from or that could arise from any and all Excluded Obligations, and ASSIGNOR shall defend, indemnify and hold ASSIGNEE harmless from and against any loss, damage, expense, cost, claim or liability which may be incurred by or asserted against ASSIGNEE as a result of any failure by the ASSIGNOR to perform any Excluded Obligation or that constitutes an Excluded Obligation.

**ARTICLE 6. MODIFICATIONS TO THE PAY PHONE AGREEMENT.**

It is understood by COUNTY and ASSIGNEE that the following modifications are hereby made to the County Agreement:

- 6.1 The name "GTL" or "Global Tel\*Link Corporation" is hereby substituted throughout the County Agreement for each occurrence of the name "Pacific Bell", "Pacific Bell Public Communications", "Pacific Bell Telephone Company", and "SBC California", as applicable.
- 6.4 Section 11, NOTICES, is hereby deleted in its entirety and replaced with the following:

"GTL shall mail compensation and all notices to Customer, and Customer shall mail all notices to GTL, at the following addresses:

**To CUSTOMER:**

Alameda County Sheriff's Office  
5325 Broder Blvd.  
Dublin, CA 94568  
Attn: Inmate Services Manager

**To GTL:**

Global Tel\*Link Corporation  
2609 Cameron Street  
Mobile, AL 36607  
Attn: Bob Orso

Copy to:

Global Tel\*Link Corporation  
2609 Cameron Street  
Mobile, AL 36607  
Attn: Teresa Ridgeway

**ARTICLE 7. GOVERNING LAW**

This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California.

*IN WITNESS WHEREOF*, the Parties hereto have caused this Assignment Agreement to be executed by their respective, duly authorized representatives on the day and year below written.

**AT&T CALIFORNIA**

By: Michael Palovik  
Name: MICHAEL PALOVIK  
Title: Regional V.P. - Sales  
Date: 7/24/07

**GLOBAL TEL\*LINK CORPORATION**

By: Teresa Ridgeway  
Name: Teresa Ridgeway  
Title: VP, Administration  
Date: Aug 6, 2007

**ALAMEDA COUNTY**

By: Gregory J. Ahern  
Name: Gregory J. Ahern  
Title: Sheriff  
Date: July 3, 2007