

Inmate Telephone System Contract

Between

The Oklahoma Department of Corrections

And

Global Tel*Link

TABLE OF CONTENTS

1.0 INTRODUCTION	5
2.0 CONTRACT PERIOD	5
3.0 PURPOSE OF AGREEMENT	5
4.0 REQUIREMENTS.....	6
4.1 Cost Consideration.....	6
4.2 General GTL Responsibilities	6
4.3 General System Requirements	7
4.4 Personal Identification Number (PIN) Mode.....	9
4.5 Non-PIN Mode.....	10
4.6 Restrictions and Fraud Control Features	11
4.7 General Station Equipment Requirements	12
4.8 Voice Quality	13
4.9 Americans with Disabilities Act Compliance (ADA).....	14
4.10 Call Management	15
4.11 Call Costs or Call Rates	15
4.12 Remittance of Commissions	16
4.13 Maintenance.....	16
4.14 Miscellaneous Requirements	19
4.15 System Calling Protocols	19
4.16 System Call Recording and Monitoring.....	20

4.17 General System Operational Requirements.....	21
4.18 Software Enhancements/Upgrades	22
4.19 General System Management Requirements.....	22
4.20 Data Back-Up	23
4.21 System Reports	23
4.22 Inmate Account Information.....	24
4.23 System Documentation.....	25
4.24 Post Installation And Expansion Requirements.....	25
4.25 Other System Requirements.....	26
4.26 General Performance Conditions	26
5.0 TERMS AND CONDITIONS.....	31
5.1 Entire Agreement	31
5.2 Implementation Schedule	31
5.3 Mandatory Requirements.....	31
5.4 Employment Taxes.....	31
5.5 Sales, Use, Excise, and Property Taxes.....	32
5.6 Subcontracting.....	32
5.7 Audits	33
5.8 Equal Employment Opportunity	33
5.9 Immigration Status	33
5.10 Tobacco Policy	33
5.11 State Personnel	34

5.12 Termination	34
5.13 Waiver of Breach.....	35
5.14 Changes/Modifications:	35
5.15 Excusable Delay.....	35
5.16 Independent Status of GTL.....	35
5.17 Confidential Information.....	36
5.18 Ownership of ITS Components.....	36
5.19 Representations, Warranties and Liabilities.....	37
5.20 Compliance with Law	38
5.21 Drug-Free Workplace	38
5.22 Conflicts of Interest.....	38
5.23 Injunctive Relief	39
5.24 Assignment.....	39
5.25 Governing Law and Venue.....	39
5.26 Certification Regarding Debarment, Suspension, Proposed for Debarment, or Declared Ineligible for Award of Contracts by any Federal or State Agency.....	39
5.27 Worker's Compensation.....	40
5.28 General Liability	40
5.29 Electronic Information Technology Access (EITA)	40

1.0 INTRODUCTION

This contract is entered into between the Oklahoma Department of Corrections, (hereinafter referred to as the DOC), by virtue of the authority vested in Title 74 O.S. 2001, §85, and Global Tel*Link (hereinafter referred to as GTL), an Alabama corporation with its principal place of business at 2609 Cameron Street, Mobile, Alabama. DOC and GTL hereby agree to the terms and conditions contained herein.

2.0 CONTRACT PERIOD

The contract shall begin on December 18, 2007 and terminate 12 months thereafter. The contract shall include the option to renew for two (2) additional one-year periods under the same terms and conditions.

3.0 PURPOSE OF AGREEMENT

DOC is responsible for managing the operation of correctional institutions housing inmates within the State of Oklahoma. The purpose of this Contract is to provide a single Inmate Telephone System (hereinafter referred to as ITS) for DOC correctional institutions throughout the state. The ITS will enable DOC to provide inmates with controlled collect calling privileges that will insure the safety and security of staff, inmates, and the public through the use of current technology.

4.0 REQUIREMENTS

The ITS provided by GTL must comply with all of the system requirements identified throughout Section 4.0 of this contract. Any of the system requirements that cannot be met immediately upon award of the contract shall be identified by GTL with a timeline for completion of each requirement being provided to DOC no later than January 15, 2008. Upon agreement by DOC, an amendment to the contract shall be processed to incorporate the timeline into the contract. Upon finalization of the amendment GTL shall be required to provide all of the requirements identified in the timeline by the specified date of completion.

4.1 Cost Consideration

All costs related to the ITS will be the responsibility of GTL. DOC will not make any payments to GTL for work provided pursuant to this contract.

GTL shall collect all revenue from the called party for collect calls placed by inmates. GTL shall only be allowed to charge called parties using the rates in the approved rate schedule (see Attachment A) and in accordance with the terms and conditions contained herein. These rates are subject to review and change prior to the exercise of each option year. Any change must be agreed to by both the DOC and GTL.

GTL shall be required to make commission payments to DOC in accordance with the terms and conditions contained herein.

4.2 General GTL Responsibilities

GTL must establish an internal "Account Team" of site coordinators to interface with DOC for the ITS. This Account Team will serve DOC as the single-point-of contact for all services required in the Contract. GTL must provide access to the Account Team by email address as well as toll-free telephone, pager and fax numbers.

GTL shall be responsible for compliance with all regulatory requirements imposed by local, state and federal regulatory agencies for all systems and services provided throughout the duration of the Contract.

GTL's Account Team must accept system programming and maintenance orders only

from authorized personnel with DOC. GTL will be responsible for all charges associated with "unauthorized" service repairs, additions, or changes performed by GTL.

GTL shall be responsible for making all system modifications necessary to allow inmates to place calls as industry dialing requirements change at no cost to DOC. Such modifications must be made in a timely manner to ensure proper use of the system by inmates and DOC personnel.

GTL shall be responsible for complying with and updating the ITS, as a result of any regulatory changes and requirements. These regulatory changes include federal, state or local municipal modifications. These changes must be made in a timely manner and at no cost to DOC.

4.3 General System Requirements

The ITS must meet or exceed the following requirements:

The ITS must include a call processing and control system as well as recording and monitoring equipment to support each of the DOC facilities.

GTL must provide one type of ITS for all DOC locations. All system hardware, software and support systems must be the same in each DOC facility.

The call processing and control system must provide for all telecommunications capabilities for inmate services and be physically and logically separate from the DOC's administrative communications systems.

The ITS must be provided to DOC at no cost. The ITS must include full design, installation, on-going maintenance, and administration.

The ITS must provide any and all network services (local exchange and toll/collect services) required by the ITS during the Contract term.

The ITS must allow inmate access to collect call services as required by the Contract.

The ITS must operate in a "collect call only" mode.

There may be an exception to collect call only, so the system must provide the capability

to provide prepaid services. The service will allow for either the inmate's family or inmate to arrange for a prepaid account. This capability must be fully maintained by the ITS.

GTL will install additional phone systems when required to improve or expand service as requested by the DOC. Such additional phones, as well as related infrastructure changes, must be approved in advance by the DOC and with no cost to the DOC.

The collect call automated announcement function of the ITS must be capable of processing calls on a selective bilingual basis: English and Spanish. This feature should default to English but DOC must be able to select Spanish by PIN or by specific telephone number assigned to a PIN. The inmate must not be able to change the language heard by the call recipient.

The ITS must be restricted to outgoing calls only. The system must not process incoming calls at any time.

GTL must keep all call processing and call rating information current. This information includes, but is not limited to local exchanges, area codes, country codes, vertical and horizontal coordinates and any other information necessary to accurately process and rate calls. GTL must quickly provide any rate information for all calls upon request by DOC at any time during the term of the Contract.

GTL must make every effort to insure that any call is not passed off to any other carrier not authorized by the Contract.

The ITS must provide telephone reception quality, meeting all industry standards for service quality as defined by the Federal Communications Commission (FCC).

The ITS must not provide a second dial tone to an inmate telephone without the inmate hanging up the telephone receiver after the first call is completed.

The ITS must allow for an agreed to "ring time" before an inmate call is disconnected.

The ITS must provide notification to an inmate of the call status (i.e., ringing, busy, etc.). This notification may either be in the form of ringing, busy tones, standard information tones (SIT), or appropriate recorded messages.

The ITS shall not allow the inmate to speak to the called party until the call has been accepted.

The ITS must allow the inmate to hear the processing of the placed call to determine if ITS tones with message or an answering device (i.e., answering machine, voice mail, etc.) has answered the call. At no time shall the system allow the inmate to speak (restricted voice channel) until the call has been accepted by the called party.

The ITS must allow for DOC to program times when the system will be available or unavailable to inmate calling.

4.4 Personal Identification Number (PIN) Mode

The ITS must restrict use of the system through authorized Personal Identification Numbers (PINs) assigned to each inmate. The length of these PINs must be approved by DOC and remain consistent throughout DOC facilities.

The ITS must use DOC's current inmate PIN assignments and numbering plan.

The ITS must allow each PIN to have a "class of service" assigned. For example, duration of each call, etc. The system must allow call restrictions by individual PIN that provide all of the following restrictions. The restrictions must be selectable in any logical combination:

Inmates can be either approved or not approved to make phone calls by PIN.

Inmates, via the PIN, can be restricted to a specific telephone or group of telephones, at DOC's option.

Limit duration of call: Maximum call duration can be set globally (all PINs), by site, by facility area, by individual inmate's PIN, or by specific telephone number assigned to a given PIN, at DOC's option.

Limit duration of call: Maximum call duration can be set for each type of call (Local, intraLATA, interLATA, interstate

Restrict time of day calling. An allowed calling schedule can be provided for each specific PIN, by facility area, by site and globally (all PINs). The global restrictions can take precedence over individual PIN restrictions, at DOC's option.

Limit number of calls. The number of calls per time period can be restricted by PIN or facility, at the DOC's option. The DOC can determine the time period (e.g. day, week, etc.)

Allow calls only to telephone numbers included on an authorized list.

The ITS's PIN feature must ensure that the automated operator function uses the inmate's pre-recorded name (recorded in either the inmate's voice and language, or in the voice of an administrator) to announce to the called party from whom the call is originating. Identification of the specific inmate and thus the announcement of the inmate's name must be performed by the PIN assignment.

GTL must agree to use an announcement subject to DOC approval.

The ITS must be capable of allowing up to 100 different telephone numbers per PIN. There must not be any limit on the total number of different PIN numbers that may be established per facility.

4.5 Non-PIN Mode

The ITS must be capable of de-activating the PIN feature by individual inmate telephone, groups of telephones or entire facilities, at DOC's option. Regardless of this deactivation, the ITS must restrict inmate calls to collect only calls. When in this mode, inmates will not be required to input a PIN and may dial any number in the authorized call list but not those referenced below.

The ITS must block all calls made to any telephone numbers which incur access charges including, but not limited to: 900, 972, 976, 550.

The ITS must block all inmate calls to current long distance carrier access numbers (i.e., 1010333, 1010285, etc.) or future 101-xxxx carrier access numbers.

The ITS must block all local numbers, which access long distance carriers.

The ITS must block all inmate access to directory assistance access numbers (i.e., 411, 555-1212, etc.).

The ITS must block all inmate access to toll free numbers (i.e., 500, 700, 800, 888, 877, etc.). GTL shall be responsible for ensuring that the system is programmed for such blocking.

GTL will insure that any call is not passed off to any other carrier not authorized by this contract. This will include call forwarding to another telephone number, thus immediately terminate the call and send a flag to the ITS management report system.

4.6 Restrictions and Fraud Control Features

In order to limit possible telephone fraud, it is required that the ITS include a fraud prevention feature, which will be able to randomly interject pre-recorded announcements throughout the duration of the conversation to the called party and caller indicating the source of the call.

The ITS must be able to detect the called party's attempt to initiate a "3-Way" or "Conference Call" with a third party.

The ITS must detect unusual or suspicious number sequences dialed or dialing patterns which the system identifies as possible attempts to commit fraud.

The ITS must be able to detect calls placed by designated inmates to specific numbers that has been assigned alert status.

When the ITS detects a call identified as restricted or potentially fraudulent, it must log the incident to a report and terminate the call.

The ITS must flag and report when a phone number is used by more than one inmate.

4.7 General Station Equipment Requirements

All ITS station equipment must be installed in all DOC institutions receiving ITS's, at no cost to DOC.

GTL must provide all required materials, hardware, software and station cabling (where re-use is unavailable or new locations are required) to install the ITS station equipment.

All ITS station equipment must be powered by the telephone line and require no additional power source.

All ITS station equipment must have the physical and design characteristics that include all of the following:

A chrome plated DTMF tone dial that is water, flame and shock resistant

A hearing aid compatible handset

A steel housing that protects the electronic components of the telephone

A paint/finish that is mar and scratch resistant

A faceplate with concise dialing and operating instructions

An 18" armored handset cord that is resistant to stretching and breaking

A tamper proof housing

An installation reinforced by security studs to prevent easy removal of the telephone

The majority of the ITS station equipment shall be permanently mounted wall telephones.

The ITS station equipment must be compact in design.

The ITS station equipment shall be true dual-tone multi-frequency (DTMF).

The ITS station equipment shall not be capable of programming any feature of the ITS.

The ITS station equipment shall not be programmable for any purpose.

The ITS station equipment must not include coin entry slots or coin return slot regardless of whether these functions are disabled on the station equipment.

GTL shall provide a unique number, physically imprinted on each ITS Station Set so that the number can be seen by DOC staff for the purpose of reporting troubles and troubleshooting problems. As new ITS Station Sets are added or replaced they shall be identified in the same manner and all appropriate paper work shall be updated to reflect the addition. These same numbers shall be used by any reports referring to specific ITS Station Sets.

The ITS station equipment shall be capable of reducing background noise or directional microphones in the handset.

All ITS station equipment shall provide volume controls which allow inmates to amplify the called party's voice without amplifying the inmates voice at his or her end.

GTL shall provide dialing instructions in English and Spanish on each ITS Station Set in a manner which reduces the possibility of them being destroyed.

GTL shall provide a "warning" statement in both English and Spanish on each ITS Station Set that states "This Call is Subject to Monitoring and/or Recording" in a manner which reduces or eliminates the possibility of its being destroyed.

GTL shall maintain the above-mentioned station set dialing instructions and warning statements for legibility and accuracy during the course of the Contract.

4.8 Voice Quality

The ITS must provide a quality of connections that meet or exceed appropriate industry standards in the United States and enacted by appropriate standards organizations for transmitted and received levels, noise, cross talk and frequency range (i.e., Bellcore, ANSI, etc.).

The voice quality level listed above shall be in place for all telephone services at all stages of a call and shall not be affected by any other ITS feature, function or capability.

4.9 Americans with Disabilities Act Compliance (ADA)

All of the ITS station equipment shall be compatible with telecommunications for the deaf (TDD/TTY) equipment.

GTL shall be responsible for providing a single TDD/TTY device for the ITS at each DOC institution.

The ITS TDD/TTY equipment shall be portable, such that it can be used with any ITS station set at DOC institution.

The ITS TDD/TTY equipment shall allow inmates to communicate via keyboard entry.

The ITS TDD/TTY equipment shall contain a display (i.e., LCD, LED, etc.) and a printer device. The printer must be located remote from the ITS TDD/TTY equipment. Location will be defined at time of installation.

The ITS TDD/TTY equipment must have real-time monitoring capability so that whatever is keyed is immediately displayed at a monitoring area either on-site or off-site.

The ITS shall record the entire call except for calls to the inmate's legal council at specific pre-designated numbers.

GTL shall provide decoding and playback capability. The system shall not rely on paper copy only.

Recording and real-time monitoring will prevail whether the call is voice, TDD/TTY or voice and TDD/TTY.

The ITS shall provide a billable number through a TDD/TTY relay service should the calling party not possess a TDD/TTY device.

4.10 Call Management

GTL shall provide the collect call services through the use of an Automated Operator. At no time shall an inmate be connected to a "live" operator.

GTL shall assume responsibility for billing called parties receiving collect calls from the ITS and for the collecting of payments for these calls. This will be either direct billing or through the local exchange company.

GTL shall provide a single toll free number allowing call recipients to contact GTL for assistance in billing matters. This number must be clearly shown on the called party's bill.

The customer service function may not be subcontracted.

GTL shall endeavor to handle billing disputes in an equitable manner. Disputes that cannot be resolved to the satisfaction of the call recipient must be brought to the attention of an Arbitrator to be designated by DOC. The Arbitrator will determine how much, if any, of the disputed charges may be billed by GTL. Any excess must be forgiven by GTL.

GTL will not be required to remit Commissions that would otherwise be payable to DOC for charges forgiven by the Arbitrator.

GTL shall provide all local, intraLATA, interLATA and interstate collect call services at all DOC institutions where the ITS is installed. GTL shall be responsible for installing and maintaining all telephone circuits necessary to provide the required collect call services.

4.11 Call Costs or Call Rates

There shall be a flat rate for all calls within the United States. This rate shall be \$3.60 for a fifteen minute call.

The ITS will not handle international phone calls.

GTL shall collect all revenue from the called party for collect calls placed by inmates.

The ITS must inform the call recipient of the rate. The ITS may announce the rate automatically or provide a prompt giving the call recipient the option to hear the rate.

Timing for any call shall not begin before positive acceptance of the call.

4.12 Remittance of Commissions

GTL shall pay a commission to DOC that shall be equal to 50% of the net profit generated by the system during each contract period. Annual commission payments shall be calculated each year based upon historical call volume. These payments shall be made to DOC in equal monthly installments. The initial commission for year one shall be \$940,000. At the end of each contract period GTL shall reconcile the actual commissions based on actual call volume. GTL and DOC shall determine any necessary adjustments required and the method of adjusting the annual commission payments at the end of each contract period. A reconciliation report shall be furnished to DOC within 60 days after the end of the contract period.

GTL must remit the commission monthly payments to the DOC no later than 45 days after the close of the billing month. For example, a commission monthly payment for calls made during March will be forwarded to the DOC no later than May 15th.

All commission payments and accompanying reports must be sent to the following address:

Attn: Parent Canteen Board Secretary
Oklahoma Department of Corrections
3400 Martin Luther King
Oklahoma City, OK 73111

4.13 Maintenance

4.13.1 Maintenance Standards

GTL is responsible for maintenance and replacement of the ITS in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This system or component replacement, as necessary, will be performed at no cost to the DOC.

Equipment maintenance by GTL will be completed within eight (8) business hours after

notification by DOC that maintenance is required. In the case of preventative maintenance, GTL will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed or substitute equipment not provided within eight (8) hours after notification by DOC, GTL will be in default.

All maintenance will meet all standards contained in the Contract. Failure of GTL to meet or maintain these requirements will provide DOC with the same rights and remedies specified elsewhere in the Contract for default, except that GTL will only have eight (8) hours to remedy a default.

4.13.2 Response to Maintenance Calls

Should any critical component of the ITS fail, GTL must respond to DOC's maintenance/repair calls in the following manner.

- "Response" to a maintenance call requires that GTL must begin remote testing of the system or have a qualified technician (suitably equipped for the installed system, components or system hardware/software) on site at the reporting DOC location.
- After receipt of the service call from DOC, GTL is required to notify the reporting facility, by the required response times outlined in this section, when it has commenced (and completed) remote testing or when a qualified service technician will be on site to facilitate repair of the service.

4.13.3 Maintenance Response Times

4.13.3.1 Routine Service

For routine service, GTL must respond to the service problem within four (4) hours of initial trouble report by the DOC facility, through the use of remote testing or access. Records of testing to comply with this requirement must be available to DOC upon request.

4.13.3.2 Notification

GTL must notify the DOC site contact with remote testing results within

six (6) hours of the original trouble report. Otherwise, within six (6) hours of the original service call from the DOC institution, GTL must notify the DOC site contact that a technician has been dispatched and must advise the estimated time of arrival.

4.13.3.3 Critical Component Availability

GTL must ensure that critical components are located within the available service area for each DOC institution and that all parts and materials necessary to repair the ITS are readily available to service personnel 24 hours per day, seven days per week, 365 days per year.

4.13.3.4 Answering of Maintenance Calls

All maintenance calls from DOC shall be answered by the Administrator or a designated backup as described in Section 4.19.

4.13.3.5 Monthly System Downtime

GTL must track all system downtime for each DOC facility and compile and submit per-facility records of these measures for DOC review each month.

4.13.3.6 Equipment Maintenance Continuity

If GTL is unable to provide maintenance services to meet DOC's ongoing performance requirements and if, in DOC's sole opinion, GTL is unlikely to resume providing warranty services that meets DOC's ongoing performance requirement, GTL will be in default. DOC then will be entitled to the default remedies described in the Contract.

4.13.3.7 Principal Period of Maintenance (General)

Maintenance will be available 24 hours per day and seven (7) days per week. GTL must provide all post installation system programming and maintenance services, including related travel expenses, at no cost to DOC.

4.13.3.8 Maintenance Access (General)

GTL will keep the ITS in good operating condition during the Contract period, and DOC will provide GTL with reasonable access to the ITS to perform maintenance. Preventive or scheduled maintenance will be performed at mutually agreeable times.

4.14 Miscellaneous Requirements

Telephone network services provided by GTL shall not be capable of being detected by the called party for telephone number identification or Caller ID.

GTL shall not charge for calls that result in Special Information Tones (SIT), ring/no answer, busy conditions, or disconnects before positive acceptance of the call.

GTL shall not charge fees for calls to number called within the previous 15 minutes using the same PIN on calls disconnected by system error. The 15 minutes shall be compared to the time from the end of the previous call to the beginning of the subsequent call in order to determine whether this provision is applicable. This provision applies only to consecutive calls.

4.15 System Calling Protocols

Each call placed through the ITS must be electronically identified by the system as being a call originating from (name of institution), an Oklahoma Correctional Institution, in 100% of the cases, with or without the accompanying inmate PIN.

The ITS must have the capability to accept the called party's response via Dual Tone Multi-Frequency (Touch Tone Pad) input from their telephone.

The ITS shall have the capability to interject messages into a telephone call at random intervals (i.e., "this call is from an Oklahoma Correctional Institution") as deemed necessary by DOC and at DOC determined intervals.

The ITS shall be capable of announcing to the called party the name of the calling inmate. GTL must provide a mechanism to record an inmate's name one time to be used each time this announcement is required.

The ITS shall be capable of announcing to the called party how to accept calls.

4.16 System Call Recording and Monitoring

The ITS must be capable of recording all inmate calls simultaneously and at any time that a call is placed.

The recording feature must be able to be de-activated on a per number dialed and/or per PIN basis for privileged calls (e.g. calls to attorneys).

The ITS must allow for the monitoring of inmate calls, whether voice, TDD/TTY or voice and TDD/TTY, while in process ("real time") by DOC personnel. This monitoring must be allowed by specific inmate or station. All live monitoring must be transparent to the inmate. Any and all equipment and software required to perform this function must be provided with the system.

The recording system with the ITS must be a fully digital system utilizing state-of-the-art digital drives.

The recording system must be capable of capturing the conversation of both parties equally well, whether voice, TDD/TTY or voice and TDD/TTY.

The recording system must provide the highest quality playback possible by limiting compression as may be required.

The recording system must have sufficient storage capacity to record and maintain all voice calls for ninety (90) days.

In the event that voice calls require storage beyond the ninety (90) days interval (per court instruction, etc.), such calls shall be tagged and saved.

In the event that voice retention requirements are increased beyond the ninety (90) days interval, selected equipment shall have the capability without replacement, to meet new storage requirements.

GTL must include best quality speakers with each workstation for the best quality playback.

At many times, the recorded telephone conversations of inmates are used as evidence in criminal or DOC violation investigations. It is required that any recording system with the ITS provide a compact, portable playback system allowing for recorded media to be reviewed on-site at DOC facilities or at required off-site locations. A compact, playback system or systems must be provided for each DOC institution where the ITS is installed as well as for the Central Investigation Unit. Provided equipment must be maintained by GTL in working order and be capable of meeting the rules of evidence in Oklahoma.

All "Real-Time" monitoring or retrieval of recordings, voice, TDD/TTY or voice and TDD/TTY can be accessed from designated workstations on-site or off-site.

4.17 General System Operational Requirements

GTL must provide and install adequate surge protection for the ITS and its components. The use of traditional "power strips" for surge protection is not acceptable for this requirement.

GTL must provide and install adequate lightning protection equipment on all network services supplied for the ITS.

GTL must provide and maintain an adequate number of uninterruptible power supply (UPS) systems that also have surge protection and line conditioning at each DOC facility capable of supporting all ITS components for a minimum of one (1) hour. A UPS capable of supporting each on site workstation/printer for a minimum of fifteen minutes must also be included.

In the case of the loss of commercial power and the failure of the UPS system, the ITS must automatically restrict or "shut off all inmate station equipment (Telephones) so that no inmate calls can be made until commercial power is restored."

The ITS must be capable of recovering from a power outage automatically or remotely once commercial power is restored.

The ITS must function within the space limitations of each facility.

GTL must provide matching manufactured "Equipment Racks" for all on-site ITS

equipment.

GTL must provide a monitor with each on site workstation.

It is required that access to administrative functions and data be password protected.

4.18 Software Enhancements/Upgrades

GTL must provide software enhancements/upgrades to the ITS, other than those specifically requested by DOC, at no additional cost. The installed ITS must always be at the latest general release of the system software including operating systems for the system administration or system reporting terminals/PCs. Beta and Field Test Software must not be provided unless specifically approved by DOC. Prior to any software upgrades or enhancements, GTL shall discuss the software benefits with DOC and proceed only after DOC approval.

4.19 General System Management Requirements

GTL must respond with on-site personnel to administer the ITS (Administrators). These personnel may be assigned to a geographical area within the state. The Administrator for each facility must be the coordinator for all ITS activities, including administration, maintenance, and repair. These individuals, or designated backup personnel, must be available at all times (24X7X365) through telephone, fax, email, or pager. DOC must always be able to contact a "live" person to address ITS issues within 15 minutes.

The ITS must be able to be administered on or off-site by GTL or DOC personnel. Although GTL is primarily responsible for System administration, DOC staff, located at each facility and the central office, must have the ability to access the ITS via a workstation(s) or PC located at each DOC facility. The workstations will be used to supplement the Administrator's role and all related capabilities. The ITS must also be accessible by DOC staff using designated DOC workstations. GTL shall provide the required software to be installed on DOC owned workstations.

The ITS must allow for changes to be administered in "real time" while the system is in use. The system must not require the system to be taken off line to make additions, changes or retrieve reports.

4.20 Data Back-Up

GTL must perform all system and database back-ups and archiving. GTL shall provide all archival hardware, supplies, network and recovery procedures necessary to ensure that no data shall be lost.

GTL must be capable of recovering all system data for all locations, to the point of full system operation, using a system backup.

4.21 System Reports

The ITS must provide reporting and querying methods and capabilities which provide maximum flexibility, a user friendly interface, speed, efficiency and accuracy.

The ITS must allow for the generation of reports by a DOC facility, a combination of DOC facilities or all DOC facilities.

The ITS must allow for the generation of reports by DOC personnel based on their user level restriction.

The ITS must allow for the generation of standard system reports as well as reports customized for the specific needs of DOC.

The ITS must allow for selected reports to be generated automatically based on DOC criteria (i.e., time of day, volume of calls, particular inmate, etc.).

The ITS must provide adequate processing power and memory to allow for rapid search and report generation capabilities.

The ITS must allow for all report data to be stored in an ASCII file format and also in a Microsoft Excel® on removable electronic storage media (i.e., CD-ROM, high capacity diskette, etc.).

The ITS must allow for all reports to be viewed in hard copy format or viewed on-line by a user with the proper access level, viewed in Microsoft Excel®.

The ITS must provide for the following reports, at a minimum, to be generated for DOC:

1. Chronological List of Calls
2. Daily Call Volume Summary
3. Daily Call Volume Detail
4. Inmate Account Summary
5. Inmate Account Detail
6. Frequently Dialed Numbers
7. Specific Telephone Number Dialed Usage
8. Suspended Inmate Account
9. Alert Notification
10. Telephone Numbers Called by More Than One Inmate
11. Telephone Numbers Assigned to More Than One Inmate Account
12. Quantity of Calls per Inmate Account
13. Quantity of Minutes per Inmate Account
14. Blocked Telephone Number List
15. Local Exchange Volume (by Exchange)
16. Area Code Volume (by Area Code)

GTL must provide, on 3.5" diskette, size permitting, or on CD-ROM otherwise, detail supporting the monthly commissions remitted to DOC. The report must be easily reconciled to the total commissions paid and show, at a minimum, gross revenues and commission by call summarized by date and facility. The report must be organized so that the commissions earned on each call can be easily verified to be included in the payment received.

Any reports generated by either DOC staff or an ITS administrator at a workstation or PC, either on premises or off-site will have the ability to e-mail the report to a target e-mail address. DOC will be responsible for providing any e-mail address/account on a PC owned by DOC.

4.22 Inmate Account Information

The ITS must provide alert levels to be placed on each particular inmate's account information. Such alert levels must be viewable in real time mode via the system administration terminal or via printed report.

The ITS must allow DOC to restrict any single inmate from placing all calls assigned to

his particular PIN with the exception of privileged numbers.

The ITS shall provide the preference of English or Spanish voice messages or prompts depending on the individual inmate's account information. The default setting for each inmate shall be English until flagged by DOC personnel to Spanish. This feature shall not allow the inmate to change the language heard by the call recipient.

4.23 System Documentation

GTL must provide a complete set of system reference manuals which must include information specific to the installation at each DOC facility.

GTL shall supply trouble logs for all problems reported on the system on an as needed basis.

GTL shall supply all necessary documentation to the DOC site contact person (s) relating to maintenance contact numbers, maintenance reporting procedures, maintenance escalation procedures, etc.

4.24 Post Installation And Expansion Requirements

When a new DOC facility is opened by DOC, GTL shall determine (with DOC) a schedule for installation of an ITS at that location to ensure service as soon as practical at the new site. The ITS shall be installed at the new facility at no cost to DOC.

GTL shall be responsible for making all system modifications necessary to allow inmates to place calls as industry dialing requirements change, at no additional cost to DOC.

GTL shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the contract. These regulatory changes include federal, state, county and municipal modifications. These changes shall be made at no additional cost to DOC.

All call processing and call rating information shall be kept current by GTL to ensure inmates' ability to place calls. This information includes, but is not limited to, local exchanges, area codes, country codes, vertical and horizontal coordinates, and any other information necessary to accurately process and rate calls. GTL shall provide DOC with

rating information for all calls when requested by DOC.

4.25 Other System Requirements

The equipment and software must be in production and installed and in use by one or more customers.

The Contract is for the provisions of a complete ITS. Any incidental items omitted from these specifications must be provided by GTL in order to deliver a complete, working hardware and software configuration and to be in compliance with the specifications. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the ITS to be complete and useful to DOC shall be provided by GTL.

If hardware or software components are determined at any renewal point by DOC to be obsolete GTL will be required to update the equipment or software to resolve the issue.

4.26 General Performance Conditions

4.26.1 Installation

1. Installation shall conform to the National Electric Code (NEC) and all other applicable national and local codes and with accepted telecommunications' industry standards.
2. Where components, cables, cabinets, etc. are mounted on walls, ceilings, etc., suitable anchors must be used, so that if any one hanger should fail, the device will remain securely in place.
3. Unless otherwise noted, all cable and components shall be supported by the building structure. In no case shall any cables be fastened to or lay on a suspended ceiling. In no case shall any cables be fastened to the support wires of suspended ceilings, electrical conduits, or any mechanical or plumbing system pipe or other equipment.
4. All manufacturers' recommendations must be strictly adhered to.

5. In cases where existing cabling cannot be used, GTL will install new station cabling at no cost to DOC. Any new cabling must include wall plate, cross connection, patch cords, etc. as required by DOC.
6. GTL must agree to obtain DOC permission in writing before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage. DOC does not anticipate that such work will be required to install the ITS.
7. GTL shall take all steps necessary to protect all building components, finishes and equipment from damage and shall be responsible for the repair or replacement, to the satisfaction of DOC, of all building components, finishes and equipment damaged by GTL .
8. GTL shall at all times, keep the work site free from accumulation of waste materials and/or rubbish resulting from delivery of services.
9. No exposed wiring or wire mold or other surface mounted raceway will be permitted in finished areas.
10. GTL shall provide all necessary labor, equipment and accessories to complete the job in a satisfactory manner.
11. GTL must ensure that all of its work and materials will comply with all local, county, state and federal laws, ordinances and regulations as well as any direction of inspectors appointed by proper authorities having jurisdiction at each DOC facility.
12. GTL must acquire all necessary permits, etc. Should violation of codes occur relating to the ITS, GTL shall correct the situation at no cost to DOC.
13. Work may be conducted with other trades. The GTL shall conduct all work in harmony with other trades.
14. DOC Facilities operate in a tobacco free environment.

4.26.2 Wiring Standard

1. GTL shall follow Manufacturers' wiring standards for cross-connect activities and any additional wiring that may be required throughout the building.
2. GTL shall be responsible for cross-connecting new systems to existing wiring schemes. GTL may not assume that existing facility wiring will be properly labeled and identified.
3. Grounding and bonding shall meet or exceed EIA/TIA-607.
4. Additional telephone station wiring shall be twisted pair, 24 gauge, Category 5, and shall be UL listed CMP, and shall conform to accepted industry, FCC and NEC Standards as applicable to size, color code, insulation, etc. GTL installed wiring shall be new and shall remain the property of DOC at the end of the Contract period.
5. Cable connections, splicing and termination shall be done in accordance with Industry Accepted Practices and manufacturer's instructions.
6. All supporting devices for the cabling must not pinch, bind, crimp, or in any other manner cause the physical or performance characteristic alterations of the cables.
7. All costs associated with the testing of wiring, both new and old, in preparation for the implementation of the new systems, will be the responsibility of GTL.
8. GTL shall be responsible for assuring that existing station wiring will not adversely affect the performance of the GTL's equipment or subsystems and that distribution to user terminals will meet manufacturers and DOC requirements.
9. The GTL must work with DOC to determine the exact times when inmate station equipment (Telephones) can be replaced to

reduce "down time".

4.26.3 Patching and Painting

1. It shall be the responsibility of the GTL to restore damaged walls, ceilings, and/or wall coverings to their original condition.
2. The quality of workmanship shall be "Type 1 - Recommended," as set forth in the latest edition of the Painting Specifications of the Painting and Decorating Contractors of America.
3. The quality of patching shall maintain the same fire rating as the original wall or ceiling covering.

4.26.4 Firestopping and Smoke Seals

1. Firestopping includes, but is not limited to, openings in fire-rated floors and walls for cables, conduits and trays, etc. Firestopping materials shall conform to ratings as required by local and state building codes and as tested by nationally accepted test agencies per ASTM E814 and UL 1479 fire tests.
2. Fire ratings shall be a minimum of one (1) hour but not less than the fire resistance of the floor or wall being penetrated.
3. Codes and Standards for firestopping materials include:
 - ASTM E814
 - UL 1479
 - NFPA 101-88. 6-2/2/5 and 6-2.2.8
4. Installation shall conform to manufacturer's printed instructions for installation.
5. Firestop materials shall be non-combustible silicone elastomer sealant having a UL Classification as a "fill, void or cavity material."
6. GTL will submit manufacturer's product data, specifications, and

installation instructions to the DOC project leader for review and approval prior to making any penetrations.

7. All penetrations and accompanying firestopping shall be documented in writing by the GTL. Such records shall include objects penetrating, characteristics of the penetration, and location.
8. Firestops shall be examined by DOC staff and applicable Code authorities prior to closing in work.
9. Firestopping of new penetrations shall occur by the end of each working day.

4.26.5 Security

1. The work comprising this ITS will be performed at DOC facilities. GTL and subcontractors shall comply with the following special working conditions.
2. GTL and subcontractors must be cleared for security access by DOC.
3. GTL shall check in with DOC security daily. GTL shall follow all DOC security rules.

4.26.6 Safety

1. GTL shall comply with Federal, State, municipal, and OSHA laws, rules, regulations, and code requirements.
2. GTL shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing services. GTL shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to, (1) all employees providing service and other persons who may be affected thereby, (2) all materials and equipment to be used in providing the services, and (3) other property at the site or adjacent thereto.

3. GTL also shall take necessary steps to ensure that required fire fighting apparatus is accessible at all times. Flammable materials shall be kept in suitable places outside the building.
4. The GTL must comply with all DOC requirements for facility access including tool control, background checks and dress code.

5.0 TERMS AND CONDITIONS

5.1 Entire Agreement

This Contract, including referenced attachments, represents all the terms and conditions agreed upon by the parties. No other understanding or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

5.2 Implementation Schedule

GTL is required to adhere to all of the requirements contained herein. If GTL does not meet the requirements, regardless of cause or fault, GTL will be in default, and the State may terminate the Contract under the termination provision contained below.

5.3 Mandatory Requirements

The use of the terms "shall", "must" or "will" (except to indicate simple futurity) in this contract indicate a mandatory requirement or condition. The word "should" or "may" in this contract indicates desirable attributes or conditions and are permissive in nature.

5.4 Employment Taxes

Each party will be solely responsible for reporting, withholding and paying all employment related taxes, payments and withholdings for its own personnel. This includes such items as Federal, state and local income taxes, social security, unemployment and disability deductions, withholdings, and payments. It also includes such items as any interest and penalties not disputed with the appropriate taxing

authority.

5.5 Sales, Use, Excise, and Property Taxes

DOC is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on GTL in connection with the ITS, such taxes will be the sole and exclusive responsibility of GTL. GTL will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

5.6 Subcontracting

GTL may engage subcontractors to perform portions of the Contract after receipt of written approval of the Department of Corrections. All requirements of GTL in the Contract will also be required of the subcontractor.

GTL will be solely responsible for payment of its subcontractors and any claims of subcontractors for any failure of GTL or any of its other subcontractors to meet the performance schedule or performance specifications for the ITS in a timely and professional manner. GTL will hold the State and DOC harmless for and will indemnify the State and DOC against any such claims.

GTL will assume responsibility for all goods and services (Deliverables) required under the Contract whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, DOC will consider GTL to be the sole point of contact with regard to contractual matters. GTL will be fully responsible for any default by a subcontractor, just as if GTL itself had defaulted.

If GTL uses subcontractors, each subcontractor must have a written agreement with GTL. That written agreement must incorporate the Contract by reference. The agreement must also pass through to the subcontractor all provisions of the Contract that would be fully effective only if both the subcontractor and GTL are bound by them. Among such provisions are the limitations on GTL's remedies, the insurance requirements, record keeping obligations, and audit rights. Should GTL fail to pass through any provisions of the Contract to one of its subcontractors and the failure damages DOC in any way, GTL will indemnify DOC for the damage.

5.7 Audits

During the term of the Contract and for three (3) years after the payment of the final Commissions due under the Contract, on reasonable notice and during customary business hours, DOC, the State Auditor's Office, the Oklahoma Department of Central Services, or their representatives may audit GTL's records and other materials that relate to the ITS.

All records related to the Contract must be kept in a single location, either at GTL's principle place of business or its place of business where the work was done. If this is not practical, GTL will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to GTL's office nearest Oklahoma City whenever DOC or anyone else with audit rights requests access to GTL's ITS records. GTL will do so with all due speed, not to exceed five (5) business days.

If any audit reveals material deviation from the Contract specifications, misrepresentation, or underpayment to DOC, DOC will be entitled to recover damages, as well as the cost of the audit.

5.8 Equal Employment Opportunity

By signing the Contract, GTL certifies that it is an Equal Opportunity Employer in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375. GTL further certifies that all Subcontractors assisting GTL are Equal Opportunity Employers.

5.9 Immigration Status

Pursuant to Title 25, Sections 1312 and 1313 of the Statutes of the State of Oklahoma, GTL agrees to register and participate in the Status Verification System in order to verify or ascertain the citizenship or immigration status of its employees.

5.10 Tobacco Policy

Effective February 15, 2005, all tobacco and tobacco-like products will be considered contraband and will not be allowed on any of the Oklahoma Department of Corrections

properties. Vendors and delivery drivers should call ahead to the destination facility prior to meetings or deliveries, if you have questions regarding this policy.

5.11 State Personnel

During the term of the Contract and for one (1) year after completion of the Contract term and any subsequent renewals, GTL will not hire or otherwise contract for the services of any State employee involved with the ITS.

5.12 Termination

The State may terminate the Contract if GTL defaults in meeting its obligations under the Contract and fails to cure its default within the time allowed by the Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against GTL. The State may also terminate the Contract if GTL violates any law or regulation in performance of the Contract, or if it appears to DOC that GTL's performance is substantially endangered through no fault of DOC. In any such case, the termination will be for cause, and DOC's rights and remedies will be those identified below for termination for cause.

If GTL fails to cure a breach within 30 calendar days after written notice or if the breach is not one that is curable, the State will have the right to terminate the Contract.

If the State terminates the Contract for cause, it will be entitled to cover for the ITS by using another contractor on such commercially reasonable terms as it and the covering contractor may agree. GTL will be liable to DOC for all costs related to covering for the ITS. GTL will also be liable for any other direct damages resulting from its breach of the Contract or other action leading to termination for cause.

Any default by a subcontractor of GTL will be treated as a default by GTL. GTL will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State and DOC for any liability to them. Each subcontractor will hold the State and DOC harmless for any damage caused to them from a termination. They will look solely to GTL for any compensation to which they may be entitled.

After nine months of the initial contract period, either party, without cause, may cancel

with a ninety (90) day written notice to the other party of its desire to terminate the contract.

5.13 Waiver of Breach

No failure by the DOC to enforce any provisions hereof after any event of default by GTL shall be deemed a waiver of the DOC's rights with regard to that event. Waiver shall not be construed to be a modification of the terms of the Contract.

5.14 Changes/Modifications:

Any modification to the Contract shall be within the general scope of the Contract, will be evidenced in writing, dated and executed by both GTL and DOC, and will be subject to final approval by the Oklahoma Department of Central Services.

5.15 Excusable Delay

Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by GTL's subcontractors will be considered controllable by GTL.

5.16 Independent Status of GTL

The parties will be acting as independent contractors. The partners, employees, officers, and agents (Personnel) of one party, in the performance of the Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to the Contract and will be solely responsible for paying its Personnel (including

withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like). Neither party will commit, nor be authorized to commit, the other party in any manner. GTL's subcontractors will be considered the agents of GTL for purposes of the Contract.

5.17 Confidential Information

DOC may disclose to GTL written material or oral or other information that DOC treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation DOC delivers to GTL will remain with DOC. GTL agrees to treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with DOC, or individuals or organizations about whom DOC keeps information. By way of example, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. Such confidential information also includes police and investigative records, files containing personal information about individuals or employees of DOC, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records expressly excluded by Oklahoma law from public records disclosure requirements.

GTL agrees not to disclose any Confidential Information to third parties and to use it solely to perform the Contract. GTL will restrict circulation of Confidential Information within its organization and then only to people in GTL's organization that have a need to know the Confidential Information to perform the Contract. GTL will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

5.18 Ownership of ITS Components

All operating and application software installed and all installed equipment other than inside wiring shall at all times remain the property of GTL. Inside wiring will become the property of DOC upon installation, although GTL retains the

responsibility for necessary maintenance, upkeep, and upgrade of such wiring for the duration of the Contract.

5.19 Representations, Warranties and Liabilities

GTL makes the following warranties and representations:

5.19.1 General Warranties

By signing the Contract, GTL warrants that the recommendations, guidance, and performance of GTL under the Contract will: (1) be in accordance with sound professional standards and the requirements of the Contract and without any material defects; (2) unless otherwise provided in the Contract, be the work solely of GTL; and (3) no Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to GTL's activities under the Contract, GTL warrants that: (1) GTL has the right to enter into the Contract; (2) GTL has not entered into any other contracts or employment relationships that restrict GTL's ability to perform the services; (3) GTL will observe and abide by all applicable laws and regulations, including those of DOC regarding conduct on any premises under DOC's control; and (4) GTL has good and marketable title to any goods delivered under the Contract and in which title passes to DOC.

The warranty regarding professionalism and material defects is in effect for the term of the Contract. All other warranties will be continuing warranties. If any portion of the ITS fails to comply with these warranties, and GTL is so notified in writing, GTL will correct such failure with all due speed. GTL will also indemnify DOC for any direct damages and claims by third parties based on a breach of these warranties. DOC agrees to give GTL notice of any such claim as soon as reasonably practicable and to allow GTL to control the defense of the claim.

If a successful claim of infringement is made, or if GTL reasonably believes that an infringement claim that is pending may actually succeed, GTL will do one (1) of the following three (3) things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; or (3) acquire the right for DOC to use the infringing Deliverable as it was intended for DOC to use under the Contract

5.19.2 Equipment Warranty

GTL warrants that equipment provided in connection with the ITS fully complies with all government environmental and safety standards applicable to the equipment. GTL also warrants for the term of the contract, from the acceptance date of the equipment that the equipment will perform substantially in accordance with specifications described in the Contract.

5.19.3 Indemnity for Property Damage and Bodily Injury

GTL agrees to indemnify the State of Oklahoma in respect to all damages, expenses, fines, judgements and costs, including attorney fees, arising from the negligence, acts, or omissions of GTL, Contractors agents, subcontractors, and assigns, in connection with performance of this contract.

Without waiving any defense or immunity, and subject to the Oklahoma Governmental Tort Claims Act, the State of Oklahoma agrees to bear all expenses, fines, judgements, and costs, which may arise from any acts or omissions of its officials or employees in connection with this contract.

5.20 Compliance with Law

GTL agrees to comply with all applicable federal, state, and local laws in performing the Contract.

5.21 Drug-Free Workplace

GTL agrees to comply with all applicable state and federal laws regarding keeping a drug-free workplace. GTL will make a good faith effort to ensure that all GTL employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

5.22 Conflicts of Interest

GTL agrees that no personnel of GTL may voluntarily acquire any personal interest that conflicts with their responsibilities under the Contract. Additionally, GTL agrees to not

knowingly permit any public official or public employee who has any responsibilities related to the Contract or the ITS to acquire an interest in anything or any entity under GTL's control if such an interest would conflict with that official's or employee's duties. GTL will disclose to DOC knowledge of any such person who acquires an incompatible or conflicting personal interest related to the Contract. GTL will take steps to ensure that such a person does not participate in any action affecting the work under the Contract. But this will not apply when DOC has determined, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

5.23 Injunctive Relief

Nothing in this Contract is intended to limit DOC's right to injunctive relief if such is necessary to protect its best interests or to keep it whole.

5.24 Assignment

GTL may not assign the Contract or any of its rights or obligations under the Contract without the prior, written consent of DOC.

5.25 Governing Law and Venue

The Contract will be governed by the laws of Oklahoma, and the venue for any action to interpret or enforce the Final Contract will be Oklahoma County, Oklahoma.

5.26 Certification Regarding Debarment, Suspension, Proposed for Debarment, or Declared Ineligible for Award of Contracts by any Federal or State Agency

By signing the Contract, GTL attests and assures that no employee or any of its principals performing hereunder:

- i. are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal Agency
- ii. have, within a three year period proceeding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or Local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- iii. have, within a three year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or Local entity.
- iv. are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this clause.

5.27 Worker's Compensation

GTL is required to comply with applicable Federal and State Worker's Compensation Statutes. GTL shall provide evidence of Worker's Compensation Coverage (Certificate of Insurance) documenting coverage from the insurance carrier before the commencement of any work. Such policy shall require thirty days advance notice of cancellation be provided to DOC.

5.28 General Liability

GTL shall be required to provide evidence of General Liability coverage (Certificate of Insurance) documenting coverage from the insurance carrier before the commencement of any work. Such policy shall require thirty days advance notice of cancellation be provided to DOC.

5.29 Electronic Information Technology Access (EITA)

Electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

EIT Standards may be found at [www.ok.gov/DCS/Central Purchasing](http://www.ok.gov/DCS/Central_Purchasing)

Upon request, GTL shall provide a description of conformance with the applicable

Oklahoma Information Technology Accessibility Standards for the proposed products, system or application development/customization by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable documents.

GTL shall indemnify and hold harmless the State of Oklahoma and DOC from any claim arising out of GTL's failure to comply with the aforementioned requirements.

[SIGNATURE PAGE FOLLOWS]

APPROVED:

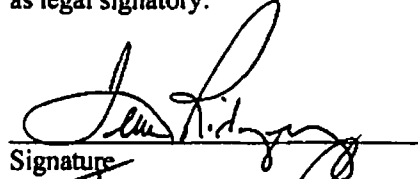
Representing Oklahoma Department
of Corrections, as legal signatory:



J'ime Overstreet
Associate Director
Administrative Services

12-18-07
Date

Representing Global Tel*Link
as legal signatory:

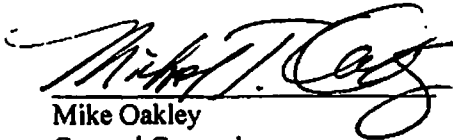


Signature

TERESA RIDGEWAY
Printed Name

Senior VP
Title

Dec 14, 2007
Date



Mike Oakley
General Counsel

12-18-07
Date

RECORDING DISCLAIMER

Company and Premise Provider agree and stipulate that Company has no responsibility to advise Premise Provider with respect to any applicable law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. ~~Premise 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 Premise Provider to comply with such applicable law, regulation or guideline.~~

Premise Provider and Company also agree and acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement.

ATTEST:

By: J. Owenstreet
Its:

LETTER OF AGENCY

DATE: _____

TO WHOM IT MAY CONCERN:

WE HAVE ENTERED INTO AN AGREEMENT WITH **GLOBAL TEL*LINK, CORP.**, 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):

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE **GLOBAL TEL*LINK, CORP.** TO DO THE FOLLOWING WHEN REQUIRED FORGLOBAL TEL*LINK TO FULFILL ITS OBLIGATIONS UNDERS ITS AGREEMENT TO PROVIDE SERVICE :

(X) REQUEST DISCONNECTION OF EXISTING COIN TELEPHONES

(X) INSTALL PAY 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



**State of Oklahoma
Department of Central Services
Central Purchasing**

**Contract Non-Collusion
Affidavit**

In accordance with 74 O.S. § 85.23, Dorothy E. Cukier, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Global Tel*Link Corporation (vendor), the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract;
3. Neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached; and

In accordance with 74 O.S. § 85.42.B, the contractor further certifies that no person who has been involved in any manner in the development of that contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract.

In accordance with 74 O.S. § 85.41.F.1., if this contract is for professional services as defined in 74 O.S. § 85.2.25, and if the final product is a written proposal, report, or study, the contractor further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Dorothy E. Cukier
Signature

12/14/07
Date

Dorothy E. Cukier

Corporate Counsel-Director of Regulatory Affairs

Printed Name

Title

State of VIRGINIA

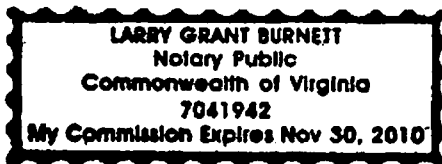
County of FAIRFAX

Subscribed and sworn to before me this 14TH day of DECEMBER, 2007.

My Commission Expires: 11.30.10

My Commission Number: 7041942

JGB
Notary Signature



STATE OF OKLAHOMA
DEPARTMENT OF CORRECTIONS
"One Team For a Safe Oklahoma"



LORI EVANS-WILSON
Executive Secretary

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