

GLOBAL TEL*LINK CORPORATION

Falls Church, VA 22042

Telephone: [REDACTED] Fax: [REDACTED] Web: <http://www.gtl.net>

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made by and between **Global Tel*Link Corporation** (“Company”) on behalf of itself and its subsidiaries and Affiliates (as defined in the attached Terms and Conditions), and the **County of Kalamazoo**, a municipal corporation and political subdivision of the State of Michigan, acting on behalf of the **Kalamazoo County Sheriff’s Office**, (the “Premises Provider”) (Company and Premises Provider collectively, the “Parties” and each a “Party”). This Agreement is binding upon execution of the named Parties as of the last date signed by the Parties (“Effective Date”).

1. **Services.** This Agreement applies to the supply, installation, management, operation, and maintenance of equipment and services at Premises Provider locations, whether existing, newly installed, or renovated (“Facilities”) as listed and described in each of the attached Service Schedules (collectively, the “Services”). Each Service listed in the Service Schedules contains specific terms and conditions which shall be incorporated by reference into this Agreement. The Service Schedules indicated below are incorporated into this Agreement:
 - Inmate Telephone Service
 - Enhanced Services - IP-Enabled Tablets
 - Payment Services

2. **Service Schedules.** Any Affiliate may provide services in its own name under a Service Schedule which shall then be considered a separate, but associated, contract incorporating this Agreement and the attached Terms and Conditions; provided, however, that Company is responsible for its Affiliates’ performance pursuant to the applicable Service Schedule. The Affiliate listed in a Service Schedule is only responsible for the performance of the Services set forth in that Service Schedule.

3. **Term and Termination.** This Agreement shall be in effect for three (3) years, commencing from the Effective Date (“Term”). Unless either Party notifies the other in writing of its intention not to renew this Agreement at least thirty (30) days from the end of the original or any renewal term, this Agreement shall automatically renew for additional one (1) year terms (each a “Renewal Term”) up to two (2) one-year Renewal Terms.

Either party may terminate this agreement with a 30-day written notice, for any reason. This agreement will terminate automatically with or without action by the County upon the happening of the following:

 - A. a material violation of this Agreement,
 - B. any act exposing the other party to liability to third parties for personal injuries or damage to property, real or personal, or
 - C. lack of funding.

4. **Compensation.** Upon execution of this Agreement, Company shall pay Premises Provider County the total sum of \$325,000.00 as a representative signing bonus as compensation for 3 year terms plus 2 one-year renewals. If Premises Provider County fails to renew either of the specified one-year renewals, or terminates prior to the total term of years, then Premises Provider County shall reimburse Company for that portion of of said signing bonus.

5. **Entire Agreement.** This Agreement consists of the attached Terms and Conditions, all Service Schedules appended hereto, and the Company’s international, interstate, and intrastate tariffs and published rates, terms, and conditions (collectively, “Tariffs”) that may govern the Services, which are incorporated by reference into the Agreement. This Agreement constitutes the entire agreement between Premises Provider and the Company and supersedes all other agreements between the Parties pertaining to the subject matter hereof. Company may modify the Tariffs and/or required website disclosures from time to time, and any modification

will be binding on the Parties upon the effective date of such revision. If a conflict arises, the order of precedence is: (i) Tariffs and or website disclosures to the extent they are required to take precedence by law; and (ii) this Agreement. In the event of a conflict or inconsistency between the terms set forth in the Agreement including the Terms and Conditions and a Service Schedule, the terms of the Service Schedule shall control.

6. **Notices.** Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either Party, must be in writing and delivered personally or by a recognized commercial overnight mail carrier to a Party at the address provided below. Notices, including notice of change of contact information, are effective upon delivery.

To Company:

Global Tel*Link Corporation



Falls Church, VA 22042

Phone: [Redacted]

ATTN: Legal Department

To Premises Provider:

Kalamazoo County Sheriff's Department

1500 Lamont Ave,

Kalamazoo, MI 49048

Phone: (269) 383-8821

ATTN: Sheriff Richard C. Fuller

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

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

Company

Global Tel*Link Corporation
on behalf of itself and its Affiliates

Premises Provider


County of Kalamazoo for
Kalamazoo County Sheriff's Department



Signature

Name: Alicia Freeman
Title: Vice President, Contracts

Date: 11/9/20



Signature

Name: Tracie L.
Title: Administrator/Controller

Moored
Date: _____

10/7/20

APPROVED AS TO FORM AS AMENDED FOR COUNTY OF KALAMAZOO:

COHL, STOKER & TOSKEY, P.C.

By: CHRISTIAN K. MULLETT

On: September 30, 2020

Terms and Conditions

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

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

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

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

3. Further Assurances. During the term of this Agreement, including any renewal period(s) and extensions, Premises Provider agrees:

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

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

(c) To permit reasonable access to its respective Facilities without charge or prejudice to Company employees or representatives, patrons, or consignees, including permit Company authorized personnel access to the equipment, information, data, data communication services, and

communication lines required for the installation, operation, and/or maintenance of the Services contemplated herein at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations.

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

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

4. Confidentiality. From the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the Parties shall keep confidential the terms of this Agreement and of the response of Company to any solicitation that led to this Agreement. Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, or in connection with a merger or the sale of all or substantially all assets of a Party, provided, however, that the Parties shall cause all Agents and third parties to honor the provisions of this Section. The Parties may also make disclosures as required by law as long as, before any disclosure, the Party subject to the disclosure requirement promptly notifies the other Party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party shall be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or

becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

The confidentiality restrictions set forth in the preceding paragraph shall not apply to information which: (i) generally becomes available to the public through no act of the County in breach of this Agreement; (ii) was in the possession of, or available to the County on a non-confidential basis prior to its disclosure; or (iii) is independently developed by the County.

5. Indemnification and Limitation of Liability.

To the extent permitted by law, and without waiving, Kalamazoo County is a public municipal entity entitled to protections of governmental immunity under applicable law. It is specifically understood and agreed to that nothing contained in this paragraph or elsewhere in this Agreement will be construed as: an express or implied waiver by the County of its governmental immunity or of its state governmental immunity; an express or implied acceptance by County of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; a pledge of the full faith and credit of a debtor contract; or, as the assumption by one party of a debt, contract, or liability of the other party.

Further, each Party shall indemnify the other from any loss, cost, damage, expense, or liability to the extent resulting from, or arising out of, claims by a third party relating to a breach of a Party of its obligations under this Agreement, except to the extent such loss, cost, damage, expense, or liability arises from the negligence or fault of the other Party; provided further, however, that the Company shall not be liable for interruption of telephone or other communication services arising from any cause.

Further, Company agrees to indemnify and hold harmless the Premises Provider, its agents, employees, officers and representatives from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any wrongful act, negligence or wrongful omission on the part of the Contractor, its agents, employees, officers, or representatives, in performing this contract.

(a) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE SERVICES SUPPLIED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL

PROPERTY RIGHTS, LACK OF VIRUSES, AND ANY WARRANTY REGARDING THE SECURITY OR RELIABILITY OF EQUIPMENT OR SERVICES. COMPANY DOES NOT WARRANT THAT SERVICES SHALL BE UNINTERRUPTED, ERROR FREE, OR THAT ALL ERRORS MAY BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF THE SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS SUPPLIERS WILL NOT BE RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, WHETHER FORESEEN OR UNFORESEEN, ARISING OUT OF THE USE OF EQUIPMENT, PRODUCTS, ACCESSORIES OR SERVICES SUPPLIED UNDER THIS AGREEMENT. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING TELEPHONE AND HEADSET CORDS AWAY FROM THOSE WHO PRESENT A RISK TO THEMSELVES OR OTHERS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

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

6. **Risk of Loss.** The Company and its insurers, if any, shall relieve Premises Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premises Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premises Provider or its employees.

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

8. **Governing Law.** To the maximum extent permitted by applicable law, the provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Michigan, without regard to principles of conflicts of law. Venue shall be the County of Kalamazoo.

9. **Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of Premises Provider. Neither Party shall assign any right and/or obligation under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Company shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with Company (each an "Affiliate") without the consent of the Premises Provider; provided, further, Company shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Company or (ii) a sale of Company or substantially all of Company's assets shall not constitute an assignment requiring consent of Premises Provider for purposes of this Agreement.

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

11. **Solicitation.** The Premises Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premises Provider to solicit or secure this Agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premises Provider agrees, in the event

of an allegation of substance (the determination of which shall be solely made by the Company) that there has been a violation hereof, Premises Provider shall cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this Agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this Agreement.

12. **Force Majeure.** Neither Party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this Agreement due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, riots, supply chain delays, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either Party to reasonably carry out its obligations under this Agreement.

13. **Survival.** Upon the expiration or earlier termination of the term of this Agreement, the Parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the Parties, and except that Premises Provider shall allow Company a reasonable opportunity to collect and remove Company Equipment from Premises Provider facilities. Notwithstanding the foregoing, all sections needed to enforce a Party's rights under this Agreement shall survive the expiration or earlier termination of the Agreement, and neither Party shall be released from any liability arising from any breach or violation by that Party of the terms of this Agreement prior to the expiration or termination.

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

15. **Severability.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of the Agreement. If any provision of this Agreement is found to be illegal, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. **No Waiver.** No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. Failure to enforce any right under this Agreement shall not be deemed a waiver of future enforcement of that or any other right.

17. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their successors and permitted assigns and nothing herein expressed or implied shall give or be constructed to give to any other person or entity any legal or equitable rights hereunder.

18. **Taxes and Fees.** Payment of any taxes or fees levied upon or as a result of this Agreement, or the Services delivered pursuant hereto, shall be the obligation of Company. Taxes and fees include all sales, use, gross receipts, excise and other local, state and federal taxes, fees, charges and surcharges.

19. **Change-of-Law.** Any rule, regulation, or other change mandated

by any federal, state, or local authority which may interfere with or adversely affect Company's rights, obligations, or intended benefit under the Agreement shall entitle Company to, at its option, renegotiate or terminate the Agreement.

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

21. Non-Discrimination. The Parties shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Elliott-Larsen Civil Rights Act, 1975 PA 453 amended; the Persons with Disabilities Civil Rights Act, 1976 PA 220 as amended; Section 504 of the Federal Rehabilitation Act of 1973 as amended, P.L. 93-112, 87 Stat 355 as amended, the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USCA § 12101 et seq), as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of this Agreement.

22. Governmental Immunity. The County is a public municipal entity entitled to protections of governmental immunity under applicable law. It is specifically understood and agreed to that nothing contained in this paragraph or elsewhere in this Agreement will be construed as: an express or implied waiver by the County of its governmental immunity or of its state governmental immunity; an express or implied acceptance by County of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; a pledge of the full faith and credit of a debtor contract; or, as the assumption by one party of a debt, contract, or liability of the other party.

23. No Special Damages. In no event shall either Party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party.

24. Authority. Each Party warrants and represents that the Party has the unrestricted right and requisite authority to enter into, deliver and perform under this Agreement.

APPROVED AS TO FORM AS AMENDED FOR COUNTY OF
KALAMAZOO:

COHL, STOKER & TOSKEY, P.C.

By: CHRISTIAN K. MULLETT

On: September 30, 2020

**Inmate Telephone Service
Service Schedule**

This Service Schedule applies only to inmate telephone service (“ITS”). Where “Company” is used in this Service Schedule, it shall mean Global Tel*Link Corporation. Additional terms and conditions applicable to ITS are set forth in Tariffs or on Company’s website, which may be modified from time to time.

1. Equipment and Features.

Telephones and Workstations		
Workstations	Inmate Phones	Platform
n/a	n/a	ICMv

GTL Base Features
365 Day On-Line Recording Storage
Password Protected Web based User Interface
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
Number Management
Blocked Access to Toll-Free Numbers
PREA Support
24X7 Technical Support
Collect, Prepaid, and Optional Debt Calling
Hot Alert
Audit Tools
TDD/TTY Capability
Call Prompts in English and Spanish

GTL Enhanced Features
One (1) Site Administrator
Voice Biometrics – Initial Voice Biometrics
Unlimited BNA – Reverse Number Lookup
Phone IQ – Phone Type Identification
Call IQ Basic – Keyword Search/Word Recognition
Data IQ – Investigative Data Analysis – GTL Data

The term “Equipment” in this Service Schedule includes the items listed in this Section I of this Schedule and and related equipment, including guard posts, concrete pads, mast poles, and site preparation. Guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of Company installed by Company shall remain in all respects that of Company. Company reserves the right to remove or relocate Equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of Service. Company shall not exercise such a right of removal or relocation unreasonably. Company shall notify Premises Provider in writing of its intention to remove or relocate Equipment prior to such action. Upon removal of Equipment by the Company, Company shall restore said premises to its original condition, ordinary wear and tear excepted; however, Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of Equipment. Premises Provider shall not, and shall not allow any third party to, make alterations or attachments to the Equipment.

2. Inmate Telephone Services.

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

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

3. Compensation.

Remuneration shall be **Eighty percent (80%)** of the Gross Revenue billed or prepaid for intrastate inmate telephone calls covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed intrastate inmate call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross Revenue does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account and other transaction fees; (iv) revenue from interstate calls; and (v) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Commission payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premise Provider.

In addition to the foregoing, upon execution of this Agreement, Company shall pay Premises Provider County the total sum of \$325,000.00 as a representative signing bonus as compensation for 3 year terms plus 2 one-year renewals. If Premises Provider County fails to renew either of the specified one-year renewals, or terminates prior to the total term of years, then Premises Provider County shall reimburse Company for that portion of of said signing bonus.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

Kalamazoo County Sheriff's Department
1500 Lamont Ave.
Kalamazoo, MI 49048
Phone: (269) 383-8821

4. Rates and Charges for Inmate Telephone Services. The per-minute-of-use call rate shall not exceed the maximum rates authorized by the state's telecommunication regulatory authority ("PUC") and the Federal Communications Commission ("FCC").

- a) Interstate ITS calls made using a collect format: \$0.18 per minute of use.
- b) Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.18 per minute of use.
- c) Local and Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.18 per minute of use.
- d) International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: Rates published on the Company website.

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

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

Fee for automated payments (includes payments by interactive voice response, web, or kiosk)	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Paper bill/statement fee	\$2.00 per use
Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup

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

Service Schedule
Enhanced Services - IP-Enabled Tablets

1. **Applicability.** This Service Schedule applies only to the enhanced services referenced. Where “Company” is used in this Service Schedule, it will mean GTL Enhanced Services, LLC.

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

“Agreement” means the contract to which this Service Schedule is attached.

“Enhanced Services” means enhanced communications, information services, educational and entertainment products, and mail scanning services.

“IP-Enabled Tablets” (or “Tablets”) means a tablet device capable of allowing access to Enhanced Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually “Location” and collectively “Locations”). Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by Company to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

Location	Location Description
1500 Lamont Ave. Kalamazoo, MI 49048	Kalamazoo County Sheriff’s Department

Company will provide a sufficient number of tablets to ensure there is an adequate supply to service inmate usage needs.

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to Premises Provider. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times. The Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. **Tablets.** Tablets shall at all times remain the sole and exclusive property of Company. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install Tablet charging enclosures (individually “Station” and collectively “Stations”) at locations agreed upon by the Parties. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

a. **Enhanced Services.** Company will provide the following Enhanced Services via the Tablets:

- i. **Content.** Company will make available certain content through the Tablets, including music, games, electronic messaging, eBooks (“Content”). Company reserves the right to add, alter or discontinue any Content.
- ii. **Video Visitation.** On-premise and remote video visitation with sixty (60) days online recording storage.
- iii. **Voice Communication.** Company will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service (“ITS”) platform supplied by Company. Headsets equipped with a microphone will be required.

- iv. Inmate Accounts. Paid Tablet access may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends (individually “Inmate Account” and collectively “Inmate Accounts”). Inmates fund the Inmate Account by transferring monies from their trust account. Inmate friends and Family fund an inmate’s Inmate Account by deposits made through Company consumer channels. Transaction Fees may apply. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate’s release. Inmate friends and family deposits are final.
- v. Basic Education: Company will also provide basic education package which is aligned with most state standards, GED, HiSET, and TASC, and access to the law library.
- vi. Law Library: Company agrees to provide access to a law library.

b. Company Obligations. Company will provide one headset to each inmate who has access to a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through Premises Provider’s commissary service. Company shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute any or all of the Tablets at any time. Company may also change the number of Tablets deployed.

c. Premises Provider Obligations. A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz and 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; and (iv) access to no less than 80% of its inmate to paid access subject to the payment by the inmate of access fees listed herein. In addition, Premises Provider must: (1) distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts ; (5) allow inmate family and friends to make deposits into Inmate Accounts ; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; and (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time.

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

- a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
- b. Paid Access: \$0.05 per minute
- c. Video Visitation Services: Extended Local Visit Price at no charge
\$0.25 per minute Remote Visit Price
- d. Replacement Headsets or Earbuds: \$4.00
- e. Messaging From Inmate Family and Friends (charged to inmate family and friends):
 - i. \$0.25 per written message.
 - ii. \$0.50 per photo attachment (in addition to charge for any written message, if provided)

8. Tablet Commissions. Company will pay Premises Provider a commission as follows. Commission on revenue from voice communications completed using the Tablets will be paid in accordance with the terms of the Agreement governing Inmate Telephone Services. Company will pay monthly a sum equal to Twenty-Five percent (25%) of gross revenue received from the per minute rate charged to inmates for access to Tablets (“Access Revenue”) contingent upon a minimum of Eighty percent (80%) of Premises

Provider's inmates having reasonable access to the Tablets. Company will also pay Premises Provider monthly a sum equal to Twenty-Five percent (25%) of the gross revenue received from billable video visitation services sessions. Company will incur certain capital expenditures in connection with Enhanced Services deployed at Locations, including all installation costs, in the amount of Two-Hundred Thousand Dollars (\$200,000) ("Expenditure"). If Premises Provider terminates the Agreement for any reason other than breach by Company, Premises Provider will pay Company within thirty (30) days following termination the Expenditure pro-rated in the amount of Three-Thousand, Three-Hundred and Thirty-three Dollars and thirty-three cents (\$3,333.33) ($\$200,000 / 60$ months) and multiplied by the number of months remaining in the term of the Agreement. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premises Provider.

Payment Services Service Schedule

This **Service Schedule** applies only to the Payment Services described herein (“Services”), and details the pricing, fees, services, and responsibilities of Company and Premises Provider related to the Services in this Service Schedule. Where “Company” is used in this Service Schedule, it shall mean TouchPay Holdings, LLC d/b/a GTL Financial Services.

I. **SERVICES.** Company shall provide the following Services to the Premises Provider:

- Trust Services
- Intake Kiosks
- Walk-in-Retail

Company shall receive fees from the senders for the Services (“Fees”) according to the pricing as set forth below (the “Transaction Pricing”).

Trust Services. This Service allows a sender to fund an account held in trust by Premises Provider on behalf of an inmate while serving his or her sentence (“Inmate Property”). Funds may be transferred from a sender to the trust account through any of the following methods: Company-provided proprietary Deposit Kiosks using cash, a credit or debit card (collectively, the “Kiosk or Kiosks”), payment over the telephone using Company’s Interactive Voice Response System (“IVR”), an on-line web-payment portal using a credit or debit card (“Web”) and via Walk-In Retail at certain retail locations using debit card(at select locations) or cash (“Walk-In Retail”) in accordance with Exhibit A, which must be executed by the Premises Provider (as Recipient). Premises Provider acknowledges and agrees that Company may also accept payments on behalf of other governmental agencies at Kiosks or other payment portals placed by Company in any facility.

For cash, credit/debit card and ACH transactions for Trust deposits, Company will charge the sender a base fee as follows:

Deposit Amount	Lobby Kiosks	Telephone (IVR)	Web or Countertop Terminal	Cash/Debit Card - Walk-in-Retail
0 - \$20.00	\$3.95	\$3.95	\$3.95	\$4.95
\$20.01 - \$100.00	\$4.95	\$4.95	\$4.95	\$4.95
\$100.01 - \$200.00	\$5.95	\$5.95	\$5.95	\$4.95

For each credit/debit card transaction, Company will charge the sender the base fee as listed above plus 3.5% of the face amount of each transaction.

(Optional) Canned messaging services can be added to the lobby Kiosk for senders to send a predetermined text message to a specified inmate in conjunction with a deposit to that inmate. The message will be delivered to the inmate with the notification receipt of the deposit. For each message, Company will charge a fee of \$3.00. Fees will be deducted from the transaction deposit amount going to the Inmate. The Premises Provider will receive a revenue share equal to \$1.00.

Intake Kiosks. This service allows a booking officer to deposit any funds found on the person of an offender upon arrest into an Intake Kiosk (Inmate Property). The funds are then deposited to an account held in trust by Premises Provider on behalf of such inmate while serving his or her sentence. Each Intake Kiosk supplied will accept currency, both cash and coinage for receiving of the Inmate Property.

- For each Intake transaction of Inmate Property, Company may charge the Premises Provider a fee of \$3.00 or as follows: For Premises Provider, as long as Premises Provider agrees not to accept cash at the cashiering windows, or Cashier Checks or Money Orders through cashiering window or mail for Trust deposits, the Intake Transaction is provided at NO COST.
- **(Optional)** Voice Alert Messaging services can be added to the Intake Kiosk for senders/inmates to send one or more predetermined voice messages to specified phone numbers. For each message, Company will charge a fee of \$3.00 per message. Fees will either be deducted from Intake Property transaction deposit proceeds or by a credit card provided by the Sender/Inmate. The Premises Provider will receive a revenue share equal to \$1.00.

For cash, credit/debit card and ACH transactions for Self-Release Deposits, Company will charge the sender a base fee as follows:

Deposit Amount	Lobby Kiosks (cash)	Lobby Kiosks (card)	Telephone (IVR), Web or Countertop Terminal
\$0.00 to \$100.00	\$5.00	\$5.00	\$5.00
\$100.01 to \$2,900	\$5.00 base plus an additional \$5.00 per \$100 deposited.	\$10.00	\$10.00

Deposits for amounts greater than \$9,999.99 inclusive of fees must be completed with a wire transfer initiated by contacting customer service.

For each credit/debit card transaction, Company will charge the sender the base fee of \$5.00 per hundred plus 6.5% of the face amount of each transaction. [Base fee is \$6.00 per hundred plus 7.5%, if revenue sharing].

Release Card. Upon completion of an inmate’s sentence, any remaining funds held in trust by Premises Provider shall be transferred to a pin-debit card, according to the rules and processes of third-party card issuer. Such Release Card may be used immediately upon release.

Company agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer. Premises Provider will be required to complete the third party “Numi Fiancial” card issuer’s application process and execute an associated agreement in form and content substantially similar to Exhibit B. Company, as the distributor and the program manager, will provide the release solution and charge a fee as follows:

- Release Card Automated Solution is included at no cost to Premises Provider.
- Third-party card issuer fees may apply to cardholder. The release card fee structure will be reviewed on an annual basis to determine market based competitiveness and will be subject to change at Company’s sole discretion. No price increase shall take place without written notice and consultation with Premises Provider at least 30 days prior to the intended rate increase.

Company will provide the Deposit and Intake Kiosks described in the table below:

Building	Type	# of Kiosks to be Deployed

II. PAYMENT SERVICES TERMS AND CONDITIONS

1. **Remittance.** For all deposit and payment services designated in this Schedule, Company agrees to transfer all fund amounts, less Fees, including all cash and all approved credit/debit payments, into the appropriate Premises Provider accounts in the designated system. Company will initiate an Automated Clearing House (“ACH”) credit to Premises Provider’s designated bank account within ninety-six (96) hours after the deposits are authorized and accepted by Company. The sender’s destination account will reflect the deposited amount promptly after the deposit is authorized and accepted by Company.
2. **Compliance with Applicable Law.** Company is a licensed “money transmitter” under applicable state laws. Premises Provider will reasonably cooperate with Company to ensure that Company complies with all state laws and regulations applicable to “money transmitters” (the “Money Transmitter Laws”). If Premises Provider is unable or unwilling to comply with the requirements of Company that allow Company to be in compliance with the Money Transmitter Laws, Company may, at its option, immediately terminate the provision of Services without penalty until such non-compliance is remedied.
3. **Systems Interface.** Company and Premises Provider will establish a systems interface that allows for processing of payments directly between the proprietary systems of Premises Provider and Company. Premises Provider and Company shall each bear their own costs to affect the systems interface and confidentiality provisions contained in this Agreement shall apply.

4. **Payment Types and Business Rules.** Premises Provider will provide Company with a list of payment types, the payment amount for each transaction type, and the payment limits for each transaction type. Company will use its default parameters unless Premises Provider specifies unique requirements.
5. **Kiosk.** Prior to the installation of any hardware that may be necessary for Services, Premises Provider shall provide Company with information regarding the location on Premises Provider where the Kiosk shall be located. Premises Provider shall prepare the site for the Kiosk, according to Company's reasonable instructions. Power to the Kiosk is the Premises Provider's sole responsibility. Company will be responsible for all ongoing cash management and repair of Kiosks.
6. **Promotion.** Company and Premises Provider shall work together to promote the Services. Premises Provider agrees to make its Senders aware of the Services through its website and other mutually agreeable means of advertising. Company will be allowed to distribute marketing material and promotional material to Premises Provider as well as provide a reference link from Premises Provider's website to the URL designated by Company for the sole purpose of promoting the Services.
7. **Title.** Title to all hardware provided by Company for the purpose of providing the Services shall remain solely that of Company. Within 30 days of the termination of this Agreement or within 30 days of receiving notice from Premises Provider of a termination of this agreement, Company shall, at its own expense, remove all of its hardware from Premises Provider premises.
8. **Reporting.** Company will provide Premises Provider with online access to certain transaction information. To the extent such information is provided through password protected access, Premises Provider agrees to keep all user and password information confidential and protect against unauthorized use. Premises Provider will indemnify and hold Company harmless from any lawsuits, claims or other damages resulting from unauthorized use of transaction information that results in whole or in part from the acts or omissions of employees, agents or Companies of Premises Provider.
9. **Release Card.** Company agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer. Premises Provider agrees to store all card inventories in a limited access, locked room and all stock must be stored in a secured vault "Safe". Premises Provider must maintain the card log provided by Company and must audit the log monthly for compliance. Premises Provider must provide a copy of the log to card issuer within 5 business days upon request.
10. **Money Transmitter Laws.** Premises Provider agrees to the following procedures:
 - a) For transaction greater than \$3,000 (\$1,000 in AZ, NM, OK) – Company will collect additional information as required by law and no transactions will be accepted unless the information is collected.
 - b) For transaction greater than \$10,000 – Company is required to obtain a signed CTR (Currency Transaction Report) from the Sender. No transactions will be accepted unless the signed CTR is received.
 - c) If Company encounters suspicious activity, Premises Provider agrees to provide support and information for reporting such transactions to FinCEN (Financial Crimes Enforcement Network operated by the US Treasury).
11. **Overpayments/Underpayments.** Company will transmit all payments made through the Service (net of Company Fees) to the Customer. Company is not responsible for collecting any additional funds due to the Customer. All refunds will be conducted through the Customer's established refund process.

**Exhibit A
WALK-IN PAYMENT RECEIPT
MEMORANDUM OF UNDERSTANDING**

This Walk-In Payment Receipt Memorandum of Understanding (the "MOU") is entered into as of the date that Recipient signs below ("Effective Date") between CheckFreePay Corporation, on behalf of itself and its affiliates CheckFreePay Corporation of California and CheckFreePay Corporation of New York, (collectively, "CheckFreePay"), and the Recipient identified below.

1. Services. CheckFreePay provides walk-in account payment services ("Services") whereby individuals ("Payors") make payments at participating CheckFreePay agent retail locations to various recipients, including payments towards inmate trust, inmate phone, child support, and other mutually agreed accounts (each a "Destination Account") held by Recipient ("Payments"). Upon receipt of such Payments, CheckFreePay's retail agents remit the remittance data and funds for the Payments to CheckFreePay for remittance to Recipient for the crediting of the specified Destination Account by Recipient. Recipient hereby requests and authorizes that CheckFreePay remit the remittance data and funds for the Payments to TouchPay Holdings LLC ("TouchPay") for ultimate remittance to Recipient instead of remitting the remittance data and funds for the Payments directly to Recipient. As such, CheckFreePay agrees to send the Payment data and corresponding funds to TouchPay for remittance to Recipient.

2. Recipient Obligations.

2.1 Recipient will promptly post Payments to the applicable Destination Account, in no event later than within twenty-four (24) hours after receiving the associated remittance data from TouchPay. Recipient will notify TouchPay of any Payment not posted to the applicable Payor's account as soon as possible, but in any event within one (1) business day after receipt of the associated remittance data. Recipient agrees that receipt by CheckFreePay of Payments in valid legal tender on behalf of Recipient shall constitute payment to Recipient, and Recipient shall credit the applicable Destination Account for the full amount of the funds received by CheckFreePay.

2.3 Recipient will use commercially reasonable efforts to respond to CheckFreePay-initiated research requests involving Payments within one (1) Business Day. Recipient agrees to cooperate fully with CheckFreePay in support of resolving Payment related inquiries.

2.4 Upon CheckFreePay's request, Recipient will provide information about Recipient and its principal owners, and Recipient's Payors, in each case that CheckFreePay requires in order to comply with applicable law (including without limitation to satisfy Know Your Customer requirements or Payor identity verification) and to send the Payments to Recipient.

2.5 Recipient will comply with all applicable laws, rules and regulations with respect to its performance under this MOU including, without limitation, state money transmission laws, The Bank Secrecy Act, and OFAC regulations

3. Rejected Payments. Recipient will not reject any Payment in connection herewith unless the Destination Account data for such Payment is incorrect or incomplete, the Destination Account is blocked or closed, or unless accepting the Payment would violate applicable law. Recipient shall return the Payment data and funds for any rejected Payments to TouchPay in the mutually agreed upon manner and format.

4. Fees. Recipient shall be responsible for the payment of any fees to TouchPay related to the agreement(s) between them.

5. Confidentiality and Ownership. "CheckFreePay Confidential Information" means the Services, their documentation, the terms and conditions of this MOU, and any other trade secrets (as defined by applicable law) or confidential information of CheckFreePay, its affiliates, or its suppliers which Recipient may receive or have access to in connection with this MOU. Recipient will not disclose or use CheckFreePay Confidential Information except as expressly permitted

herein or as CheckFreePay otherwise permits in writing. Recipient will use no less than reasonable care to maintain the confidentiality of CheckFreePay Confidential Information. CheckFreePay reserves and retains all right, title and ownership, including without limitation all

intellectual property rights, in the Services and all related documentation and specifications. The obligations in this Section shall survive the termination or expiration of the MOU.

6. Warranty Disclaimer, Limitation of Liability. CheckFreePay makes no warranties, express or implied, in connection with the Services or the Payments. CheckFreePay's maximum aggregate liability for any and all claims and obligations relating to this MOU shall be limited to One Thousand Dollars (\$1,000.00).

7. Term. The term of this MOU shall begin as of the Effective Date. This MOU shall automatically terminate upon the earlier of 1) termination of CheckFreePay's agreement with TouchPay for the Services or 2) Recipient's agreement with TouchPay related to the Services. If at any time CheckFreePay suspects or discovers that Recipient (i) is not complying with this MOU, applicable laws, rules, or regulations, (ii) is involved in any fraudulent or illegal activity, (iii) no longer meets CheckFreePay's (or its processors' or routing banks') customer regulatory compliance requirements, (iv) otherwise poses risk to CheckFreePay, or if CheckFreePay reasonably believes that continued performance hereunder may violate law or regulation, CheckFreePay shall have the right to terminate the MOU. Upon termination or expiration, the rights and obligations of the parties hereunder will cease, with the exception of those rights and obligations that by their nature survive such termination or expiration.

8. Notices. All notices and other official communications under this MOU shall be in writing and sufficiently given if: (i) delivered by nationally recognized overnight courier service evidencing written receipt of delivery; or (ii) mailed by U.S. Certified mail, return receipt requested, postage paid in either case to:

CheckFreePay Corporation 2900 Westside Parkway Alpharetta, Georgia 30004 Attention: Legal Department	Kalamazoo Attention: _____
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or to such other address or addresses as either party may from time to time designate to the other by written notice.

9. General Provisions. (a) This MOU shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles, and shall not be amended except by written agreement signed by both parties. (b) In the event that any provisions of this MOU are determined by competent authority to be prohibited by law, then such provision or part thereof shall be ineffective only to the extent of such prohibition. (c) This MOU contains the full and complete understanding of the parties with respect to the subject matter hereof. (d) No delay in enforcement or extension of time or failure to exercise any right hereunder will be deemed to be a waiver of any right. (e) Neither party may assign this MOU, or any part thereof, without the prior written consent of the other party, and any such attempted assignment shall be void. (f) The parties are independent contractors. (g) Neither party shall be liable for any delay or other failure of performance caused by factors beyond its reasonable control of the applicable party. (h) This MOU may be executed in counterparts.

IN WITNESS WHEREOF, the parties, each acting under due and proper authority, have entered into this MOU as of the Effective Date.

[RECIPIENT]

CheckFreePay Corporation
for itself and its subsidiaries above

By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____