

MUSKEGON COUNTY (MI) A003037

THIRD AMENDMENT TO MASTER SERVICES AGREEMENT

This **THIRD AMENDMENT** ("Third Amendment") is effective as of the last date signed by either party ("Third Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, LLC (F/k/a Securus Technologies, Inc.) ("we," "us," or "Provider") and the Muskegon County Sheriff's Department ("you" or "Customer") dated November 14, 2013, as subsequently amended (collectively, the "Agreement").

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

NOW, THEREFORE, as of the Third Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. <u>Term.</u> This Third Amendment shall commence on the Third Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be extended by 36 months and will end on November 14, 2023. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, the Agreement will automatically renew for two successive periods of 12 months each. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
- 2. Replacement of Instant Pay with AdvanceConnect Single Call™. The Instant Pay™ promotional program described on page 7 of the Master Services Agreement was discontinued and that language is hereby deleted in its entirety. Provider has replaced Instant Pay™ with the AdvanceConnect Single Call™ payment product, which allows family members and friends to pre-pay for calls originating from inmates in correctional facilities. AdvanceConnect gives consumers the choice to pre-pay for multiple calls or for a single call just before connection using the AdvanceConnect Single Call™ feature. Friends and family may fund the minimum amount required to complete the current inbound call.

Based on the actual duration of the call, AdvanceConnect Single Call transactions are rated at the per-minute rate (plus any applicable federal, state, and local taxes and transaction fees). AdvanceConnect Single Call calls are commissioned in the same manner as collect calls.

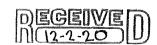
3. <u>Additional Applications</u>. As of the Third Amendment Effective Date, the following Applications are added to the Agreement:

TABLETS

Provider will deploy free basic community tablets to Facility. In addition to the free basic community tablets, Provider will offer personal rental tablets with premium content. Customer may purchase tablet earbuds at \$5.66 per set, which may be invoiced or deducted from commissions. Customer is responsible for any applicable taxes and third-party expenses associated with the earbud purchase. Each earbud order must be for at least 25 units and be made in 25 unit increments. Provider may, at its option, decline to fulfill any order that does not conform to these requirements. Alternatively, if requested by Customer, Provider will work with Customer's commissary provider to facilitate the sale of earbuds. Customer will not permit the resale of the earbuds for more than \$19.99 per set unless approved by Provider.

Premium content may include, but is not limited to, songs, games, movies, and television episodes. Customer understands and acknowledges that premium content is subject to availability and may change at Provider's discretion. Premium content also may be subject to third-party licensing agreements with content providers. If Customer provides content for Provider to display on the tablets, Customer represents and warrants that it has obtained all necessary licensing and rights to display such content. Provider is not responsible and hereby disclaims any liability for any and all content of third-party applications and any documents, videos, or forms published by Customer or from outside sources.

For the 12-month period following the Effective Date, Provider will offer personal rental tablets at a promotional rate of \$5.00 per tablet per month plus applicable taxes/fees/surcharges. Provider will pay Customer 10% commission on the revenue earned through the rental of personal tablets and the purchase of premium content on those tablets; such commission is net of licensing and network costs and excludes applicable taxes/fees/surcharges. The subscription fee and premium content



fees can be paid by using either Inmate Debit or a Tablet user account. The parties reserve the right to renegotiate the \$5.00 promotional rental rate and/or commissions earned if, after the initial 12-month period, Provider's Tablet-related costs exceed the revenue generated.

TERMS & CONDITIONS:

Customer represents and warrants that it will not provide the SecureView Tablet Solution to inmates whom Customer knows or reasonably suspects pose a threat to other inmates or Facility personnel, or who may use an Inmate Tablet in a dangerous or unauthorized manner.

Customer understands and acknowledges that premium content is rented and available only for the duration of an inmate's incarceration at the Facility and will not be made available upon the inmate's release.

Customer further understands and acknowledges that, in instances where inmate telephone calls originate from Tablets, Investigator ProTM works only with Provider's certified earbuds. If Customer elects to sell alternative earbuds, Customer forgoes the effectiveness of Investigator Pro'sTM voice identification technology on Tablet calls. Moreover, Customer will refrain from the sale or distribution of earbuds with a microphone other than Provider's certified earbuds.

PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECUREVIEW TABLET SOLUTION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SECUREVIEW TABLET SOLUTION.

IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER OR INMATE FROM RECEIPT OR USE OF THE SECUREVIEW TABLET SOLUTION OR THE UNAVAILABILITY THEREOF.

Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's or inmates' use of the SecureView Tablet solution.

EMESSAGING

<u>DESCRIPTION</u>: Securus' eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and an inmate. Users purchase eMessaging "stamps," which are used to fund the transmission of an electronic message according to the following chart;

Type of Message (When Available)	Number of Stamps	<u>Notes</u>
Text Message	1 stamp per message	
Photo	1 stamp per photo	Limit of 5 photos per eMessage; 3 MB / photo limit
eCard	1 stamp per eCard	Limit of 5 eCards per eMessage
VideoGram	3 stamps per VideoGram	

Different types of attachments can also be combined in a single transmission.

The facility can access a web-based portal that enables message review, and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at www.securustech.net and must have a free Securus Online account to access. Approved messages and attachments are accessible by inmates through certain of Provider's technologies as agreed by Customer and Provider.

With Customer's agreement, Provider may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein. Customer understands and acknowledges that eMessaging is a requirement for Tablet deployment.

<u>COMPENSATION</u>: Provider will provide eMessaging at no cost to Customer. Friends and family members can purchase a book of stamps specific to a facility in the following quantities:

Number of Stamps in Book	Stamp Book Price (Plus transaction fees and all applicable taxes)
5	\$2.50
10	\$5.00
20	\$10,00
50	\$25,00

Where available, using funds in an Inmate Debit account, inmates can purchase a book of stamps in the following quantities:

Number of Stamps in Book	Stamp Book Price (Plus applicable taxes)
1	\$0,50
2	\$1,00
5	\$2.50
10	\$5.00

Provider will pay Customer a commission of 10% on each redeemed stamp based on the Stamp Book Price (excluding any applicable taxes/fees/surcharges), which may differ from facility to facility. A stamp is considered "redeemed" when it is used to send messages. Provider will remit the payment for a calendar month to Customer on or before the 30th day after end of the calendar month in which the eMessaging stamps were redeemed (the "Payment Date"). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

<u>E-MESSAGING TERMS OF USE</u> – Customer's use of eMessaging is governed by the terms and conditions at https://www.securustechnologies.com/emessaging-terms-and-conditions, which are incorporated herein by reference.

- 4. <u>Law Library.</u> As of the Third Amendment Effective Date, Provider will deploy its Law Library Application at no cost. The Law Library Application allows inmates to perform legal research through a comprehensive collection of state and federal laws, including resources pertaining to constitutions, statutes, cases and more.
- 5. One-Time Signing Bonus. On or about the first day of the month following the Third Amendment Effective Date, we will pay you a one-time signing bonus of \$50,000. If the Agreement is terminated for any reason before the end of the Term, Customer will refund the signing bonus within 30 days of termination, or, at Provider's election, Provider may deduct the refund from any amounts otherwise owed to Customer. Customer acknowledges that the signing bonus is a one-time payment, not a recurring or annual payment.
- 6. <u>Rate Rebalance</u>. As of the Third Amendment Effective Date, the Contract Addendum dated May 17, 2016 will no longer be effective, and will be deleted in its entirety.
- 7. Changes to Commission Structure. As of the Third Amendment Effective Date, (a) Customer will no longer be paid commissions or other payments which are calculated based on revenues earned through the completion of calls of any type placed from the Facility(s) and all commission percentages are set to 0%; (b) the Discount Percentage in connection with Prepaid Calling Cards is hereby set to 0%; and (c) Section 6 of the Second Amendment of the Agreement is removed. Instead, as of the first day of the month following the Third Amendment Effective Date, Customer will be paid a fixed monthly commission of \$14,166.66 per month during the Term of the Agreement (the "Commission").
- 8. <u>Customer Options for Alternative Compensation Structures.</u> Notwithstanding anything to the contrary in the Agreement, at Customer's option, Customer may request that compensation and rates under the Agreement be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the Agreement. For such compensation structures, Provider can also accommodate a Customer request to transition from inmate and friend and family funding of inmate telephone services to a model where those services are taxpayer-funded / paid for by Customer.
- 9. <u>Addition to Miscellaneous Terms</u>. If any legal action or other proceeding is brought for the enforcement of the Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable

attorneys' fees, court costs, and all expenses, even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. As used herein, "prevailing party" includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

10. Except as expressly amended by this Third Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect. All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

EXECUTED as of the Third Amendment Effective Date.

CUSTOMER:

Muskegon County Sheriff's Department

Name:

Title: Date: NOERSHERIFF

PROVIDER:

Securus Technologies, LLC

Name: Dennis J. Reinhold

Title: SVP/ beneral County

Date: /2//0/10

Please return signed contract to:

4000 International Parkway Carrollton, Texas 75007

Attention: Contracts Administrator

Phone: (972) 277-0300



MUSKEGON COUNTY (MI)

FOURTH AMENDMENT TO MASTER SERVICES AGREEMENT

This **FOURTH AMENDMENT** ("Fourth Amendment") is effective as of the last date signed by either party ("Fourth Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, LLC ("we," "us," or "Provider") and Muskegon County Sheriff's Department ("you" or "Customer") dated November 13, 2013, as subsequently amended (collectively, the "Agreement").

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

NOW, THEREFORE, as of the Fourth Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. <u>Term.</u> This Fourth Amendment shall commence on the Fourth Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be extended by an additional 24 months, with a modified end date of November 14, 2025. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, the Agreement will automatically renew for up to two successive periods of 12 months each. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
- 2. <u>Technology Grant</u>. On or about the first day of the month following the Fourth Amendment Effective Date, Provider will provide Customer with a \$10,000 fund to install electrical equipment for tablet charging carts. Any amount remaining in the fund at the expiration of the Term or earlier termination of this Agreement are forfeited and will no longer be available. Customer acknowledges that the technology grant is a one-time fund, not a recurring or annual payment.
- 3. Except as expressly amended by this Fourth Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Fourth Amendment Effective Date.

CUSTOMER:	PROVIDER:
Muskegon County Sheriff's Department	Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)
By: $K.$ Name: $KENNETH$ SANFORO Title: $UNDERSHERIFF$ Date: $11/9/21$	By: Name: Title: Date:

Please return signed contract to:

4000 International Parkway Carrollton, Texas 75007 Attention: Contracts Administrator

Phone: (972) 277-0300

VisPay Agreement

This VisPay Agreement (hereinafter, the "Agreement") is effective as of the date signed by all the parties listed in this Preamble by and between Renovo Software, Inc. with corporate headquarters at 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 (hereinafter "RENOVO") and Muskegon_County Sheriff's Office located at 25 W. Walton Ave. Muskegon, MI 49442 (hereinafter "Customer") (collectively, the "Parties"). The Parties agree that this Agreement shall govern the mutual rights and obligations of the parties with respect to RENOVO's VisPay Module.

PREFACE. RENOVO has developed and owns the VIsPay module for the corrections industry ("VIsPay"). VIsPay provides a method for payment of visitation fees and inmate messaging fees. Customer desires that RENOVO Install, and maintain VisPay for RENOVO and Customer desire that VisPay be the sole and exclusive method for payment of revenue generation associated with inmate visits (including face-to-face visits, on-premises video visits, and internet video visits) and/or inmate messaging ("VisMail") at Customer's facilities (the "Facilities"). The services for which VisPay shall be provided are as designated on Exhibit A hereto. In consideration for agreeing to allow VisPay to be the exclusive payment method for all revenue generating visits and/or inmate messaging for use by inmates at the Facilities, RENOVO agrees to pay Customer the fees set forth in Section III below.

II. VISPAY INSTALLATION AND OPERATION.

- A. Within a reasonable period of time after execution of this Agreement, RENOVO shall install VisPay so that it is operable at Customer's Facilities.
- B. CUSTOMER shall be solely responsible for all charges related to providing internet access and the necessary bandwidth from the Facilities to the World Wide Web and RENOVO shall not be liable for any damages incurred by Customer as a result of Customer's fallure to provide adequate internet access and the necessary bandwidth from the Facilities to the World Wide Web.
- C. 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 Renovo's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Renovo and its licensors. Customer shall not: (i) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (ii) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (iii) use the IP 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.

III. COMPENSATION

- consideration for granting RENOVO the exclusive right to derive revenue from all revenue generating visits and/or revenue generating inmate messaging (VisMail) at the Facilities, RENOVO will pay Customer 50 percent of the "gross payments collected" through VisPay for revenue generaling visits and revenue generating inmate messaging at the Facilities. "Gross Payments Collected," as used herein, means RENOVO's total revenue from all billed visits less a 5% transaction fee. Notwithstanding anything to the contrary herein, taxes, fees and other charges collected on behalf of Local, State, Federal or other governmental agencies are not considered to be revenue for the purpose of this definition. Payments to Customer shall be due monthly for the preceding month within forty-five (45) days following the collection of records from the preceding month. All payments to Customer shall be final and binding upon Customer unless written objection thereto is received by RENOVO within sixty (60) days of RENOVO's malling of the payment to Customer.
- B. Exhibit A to this Agreement sets forth the VisPay services to be provided by RENOVO.
- C. In the event of a change, repeal, enactment or amendment of any statule or regulation by any governmental authority that increases RENOVO's costs to perform under this Agreement or reduces RENOVO's allowable rates that may be charged to VisPay users, RENOVO shall be entitled to adjust the rates and terms of payment as set forth in Article III (A) above, to recover the increase in operating costs or to compensate for losses in revenues due to decreases in the rates chargeable to VisPay users, said adjustment to take effect no earlier than fifteen (15) days after receipt by Customer of written notice of said adjustment. Any rate increase

for reasons other than those stated herein shall be subject to Customer's written approval.

IV. <u>TERM.</u> This Agreement shall remain in force and effect for Three (3) years from the date of installation of RENOVO's VisPay (the "Initial Term") unless the Agreement is earlier terminated in accordance with the termination provisions herein. Unless one party delivers to the other a written notice of non-renewal at least ninety (90) days prior to the expiration of the current term, this Agreement shall renew automatically upon the same terms and conditions as set forth herein (the "Renewal Term").

V. <u>TERMINATION</u>

- In the event a party believes the other is in material breach of this Agreement that party shall give the breaching party written notice specifying the nature of the breach and an intention to terminate the Agreement If the breach is not cured in accordance with this provision. This written notice shall include, but is not limited to, a statement of the facts relating to the breach and the action required to cure the breach. The breaching party shall have thirty (30) business days from the receipt of such notice to cure the breach unless the breach is incapable of being cured within the thirty (30) business day period, in which case the Agreement may not be terminated if efforts to cure the breach are initiated within the thirty (30) business day period and diligently pursued to completion. Notwithstanding anything to the contrary herein, if the breach is not cured within ninety (90) days after the receipt of written notice of the breach, the non-breaching party may terminate the Agreement effective immediately upon notice of termination to the breaching party, and may pursue any available legal or equitable remedies for the breach.
- B. For the purposes of this Article IV, the term "cause" shall not include nonperformance due to Force Majeure Conditions, or any other causes beyond the non-performing party's control. Force Majeure Conditions include but are not limited to the following: Acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, acts or omissions of third parties, including suppliers and common carriers (collectively referred to as "Force Majeure Conditions").

VI, <u>LIABILITY</u>

A. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, RENOVO SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF OR INABILITY TO USE

RENOVO'S VISPAY, VISANYWHERE OR VISMAIL. RENOVO SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS OR REVENUE, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. Customer agrees to Indemnify and hold RENOVO, its officers, directors, employees, agents, and subcontractors harmless from any and all claims, losses or liability of any nature whatsoever, including claims interposed by way of defense or counterclaim (and including attorney's fees) arising out of or related to (1) any negligent or intentional acts or omissions by Customer, its officials, agents or employees; (2) any claims arising out of any mis-use of VisPay, VisAnywhere or VisMail software; and (3) any breach of this Agreement by Customer.

VII. MISCELLANEOUS

- A. Authority. Each party to this Agreement warrants and represents that it has the unrestricted right and requisite authority to execute, deliver and perform under this Agreement and to authorize the installation and operation of the VisPay and related equipment in the Facilities. Each party further warrants and represents that the execution of this Agreement has been duly authorized and that the signatory below has the legal authority to enter a binding contract on behalf of the party, and that all actions, resolutions and/or express authorizations required to be obtained prior to entering this Agreement have been taken, passed and/or obtained.
- B. Governing Law. The terms of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the Commonwealth of Michigan.
- C. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
- D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- E. Entire Agreement. This Agreement, including EXHIBIT A contains the entire agreement by and between the Parties and replaces any prior or

existing agreements, oral or written, between the Parties concerning the subject matter herein.

- Modifications, This Agreement cannot be varied, modified or amended orally and can only be varied, modified or amended by a written instrument signed by a representative of each party who has legal authority to enter such Agreement.
- Assignments. RENOVO reserves the right to assign its rights and obligations under this Agreement without the prior consent of Customer. Any sale or transfer of the business, property or operations of the Facilities shall include an assumption by the buyer of all the terms and conditions of this Agreement. Customer may assign this Agreement only with the written consent of RENOVO, which consent shall not be unreasonably withheld,
- No Walver. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default.
- Dispute Resolution. Any claim or controversy arising out of or relating to the Agreement shall, upon a party's written request, initially be submitted to a senior manager from each party, who will meet in person and confer in good faith to resolve the dispute within fifteen (15) business days following such notice. In the event the Parties cannot resolve the dispute, the Parties may pursue any available legal or equitable remedy consistent with this Agreement.
- Notices. All notices required to be in writing herein shall be delivered by each party to the other party by overnight mail delivery services at the addresses for each party set forth below, and will be deemed received as of the date of delivery. Either party may change the designated address and/or recipient upon written notice to the other party in accordance with this provision.

If to RENOVO:

Muskegon County Sheriff's Office

6-1- MARK (SURVIS

Renovo Software Inc. Attn: General Counsel 12021 Sunset Hills Road Sulte 100 Reston, VA 20190

If to Customer:

Muskegon County Sheriff's Office Attn: Lieutenant Mark Burns 25 W. Walton Ave. Muskegon, MI 49442

- K. No Joint Venture. Neither this Agreement nor the disclosure or receipt of Proprietary Information constitutes or implies any promise or intention to enter into a partnership, agency, employment, or joint venture relationship, or to make any investment in any entity, to purchase any products or services by any entity, or to offer any additional information, products, or services to any entity. The relationship hereby established between the Parties is that of independent contractors.
- Interpretation. Section headings in this Agreement are for reference only and shall not be construed as modifying any provisions herein.
- Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one agreement.
- Customer must, and hereby agrees to stay current on annual upgrades and support contracts in order for VisPay to be properly supported and functional.

IN WITNESS WHEREOF, the Parties have executed this Agreement the date first above written.

RENOVO RENOVO SOFTWARE, INC.

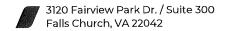
Name: Jeffrey B. Haldinger Title: President and COO

EXHIBIT A

Customer shall initial the services for which VisPay shall be provided as the sole and exclusive method of payment:

1.	M3	Visitor and inmate Visitations: Face to Face, On-Premises Video Visits or Internet Video Visits
2.		Inmate Messaging (VisMail)





January 27, 2022

Dear Valued Customer,

This letter is notifying you that ViaPath Technologies (formerly GTL) will be making a change to its accounting period used for billing and invoicing. As of January 26, 2022, our revenue and commission cycle will now be based on a calendar month and no longer on a fiscal monthly reporting system.

There are important benefits to this change, which includes even more transparency and ease of use for our customers.

The impact to you is minimal but beneficial and is as follows:

- No impact for the January 2022 fiscal month period
- You will see slightly higher commissions for February 2022 because the period covers 34 days. The invoicing cycle for February will be 1/26/2022 through 2/28/2022.
- March of 2022 will mark the first month where the accounting cycle will be the first of the month through the last day of the month.
- Based on the later close date for the reporting period, reports may be available few days later than in the past
- Commission for March 2022 and beyond will be easier to understand

There is no action required on your part. Should you have any questions or need clarification, please do not hesitate to contact me. We appreciate your business and look forward to meeting your facility's needs.

Sincerely,

ViaPath Commissions Department commissiongroup@ViaPath.com and/or Lisa.Ferguson@ViaPath.com 251-338-8879

