

**SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
GLOBAL TEL LINK CORPORATION**

This agreement is entered into between the County of Shasta, through its Sheriff's Department Custody Division, a political subdivision of the State of California ("County") and Global Tel Link Corporation (GTL) for the purpose of providing an inmate telephone system, tablets, and video visitation. (Collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF GTL.

Pursuant to the terms and conditions of this agreement, GTL shall;

- A. Provide inmate telephone services, payment services, and certain enhanced services, including video visitation and visitation scheduling services, and IP-Enabled inmate tablets, as further described in the attached Schedules 1 ITS Service Schedule, Schedule 2, Multi-Purpose Units, Schedule 3, Payment Services, Schedule 4, IP-Enabled Tablets, and Schedule 5, Visitation.

Section 2. RESPONSIBILITIES OF COUNTY.

- A. Pursuant to the terms and conditions of this agreement, which is a revenue agreement for the County, whereby GTL is compensated through charges to end users for services. County shall not compensate GTL, as prescribed in sections [3] and [4] of this agreement, and shall monitor the outcomes achieved by GTL.

Section 3. COMPENSATION.

- A. County is to be compensated by GTL \$215,000 annually. Payments shall be paid annually, and mailed directly to County.
- B. GTL shall be compensated through revenue it derives from charges to users of the GTL services, as further described in the attached schedules.
- C. GTL's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. GTL shall submit to County annually an itemized revenue report (showing call and video visitation charges, and tablet usage charges) with the payment of \$215,000.00, with the first such payment and report due within thirty days after the date of this Agreement, and thereafter within thirty days following the start of each subsequent annual period.

Section 5. TERM OF AGREEMENT.

This agreement shall commence as of the last date it has been signed by both Parties and shall continue for three (3) years. The term of this agreement shall be automatically

renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term.

Section 6. TERMINATION OF AGREEMENT.

- A. If GTL materially fails to perform GTL's responsibilities under this agreement to the reasonable satisfaction of County, or if GTL fails to fulfill in a timely and professional manner GTL's responsibilities under this agreement, or if GTL violates any of the terms or provisions of this agreement, and does not cure the failure or violation within thirty (30) days following written notice by the County, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to GTL. If termination for cause is given by County to GTL and it is later determined that GTL was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to GTL.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by Shasta County Sheriff, Undersheriff or Custody Division Commander.
- E. Should this agreement be terminated, GTL shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by GTL for the County pursuant to this agreement.
- F. If this agreement is terminated under paragraphs A, B or C above, GTL shall continue to compensate County as set forth in 3 above, for all calls and services provided made prior to termination regardless of when GTL receives payments for the calls or services.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. Upon the effective date of this agreement, all prior agreements between the Parties will be replaced and superseded by this agreement; all prior agreements between the Parties shall terminate and no longer be of any force and/or effect. Once effective, this agreement constitutes the entire understanding of the Parties hereto. GTL shall be entitled to no other benefits than those specified herein. GTL specifically acknowledges that in entering into and executing this agreement, GTL relies solely upon the provisions contained in this agreement and no others.

- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of GTL, GTL may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County, which shall not be unreasonably withheld. Any GTL affiliate (with an affiliate being any entity that controls, is controlled by or is under common control with GTL) may provide services in its own name under a Service Schedule and such Service Schedule will be considered a separate, but associated, contract incorporating this agreement; provided, however, that GTL shall be responsible for its affiliates' performance pursuant to its applicable Service Schedule. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF GTL.

- A. GTL shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which GTL performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by GTL shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. GTL shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if GTL were a County employee. County shall not be liable for deductions for any amount for any purpose from GTL's compensation. GTL shall not be eligible for coverage under County's workers' compensation insurance plan nor shall GTL be eligible for any other County benefit. GTL shall be responsible for ensuring that the appropriate tax forms for income and employment tax purposes are issued for all of GTL's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION.

- A. To the fullest extent permitted by law, GTL shall indemnify, defend and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County,

expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by GTL, or by any of GTL's subcontractors, any person employed under GTL, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. GTL shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to GTL's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. County agrees that GTL has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control any recording or monitoring capabilities supplied to County by GTL under this Agreement, or compliance therewith. County 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. GTL disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. County shall be solely responsible for any liability arising out of failure of County to comply with such law, regulation or guideline.

Section 11. INSURANCE COVERAGE.

- A. Without limiting GTL's duties of defense and indemnification, GTL and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. GTL and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover GTL, subcontractor, GTL's partner(s), subcontractor's partner(s), GTL's employees, and subcontractor's(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by GTL or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. GTL hereby certifies that GTL is aware of the provisions of section 3700 of the Labor Code,

which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and GTL shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

- C. GTL shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Without limiting any of the obligations or liabilities of GTL, GTL shall carry and maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to County and for claims involving any professional services for which GTL is engaged with or providing to County for as long as respective, applicable statute(s) of limitation or response are in effect relating to the specific purposes of this Agreement to cover any and all claims.
- E. GTL shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of GTL pursuant to this agreement.
- F. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for GTL or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, GTL or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, GTL or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to

County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) GTL shall provide County with an endorsement or amendment to GTL's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, GTL shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event GTL fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, GTL shall provide County a certificate of insurance reflecting those limits.
- (8) Any of GTL's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with GTL or if any lawsuit is instituted concerning GTL's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, GTL shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. GTL shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. GTL shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. GTL represents that GTL is in compliance with and agrees that GTL shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. In addition to any other provisions of this agreement, GTL shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of GTL's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of GTL that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of GTL or County. Except where longer retention is required by federal or state law, GTL shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. GTL shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided

pursuant to this agreement. GTL shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

- C. GTL agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement.

Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

GTL's failure to comply with state and federal child, family, and spousal support reporting requirements regarding GTL's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. GTL's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 16. LICENSES AND PERMITS.

GTL, and GTL's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 17. PERFORMANCE STANDARDS.

GTL shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to GTL's work or services.

Section 18. CONFLICTS OF INTEREST.

GTL and GTL's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and

provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: County of Shasta
Sheriff's Office Custody Division
1655 West Street
Redding, CA 96001
(530) 245-6120

If to GTL: Global Tel Link Corporation
120221 Sunset Hills Road, Suite 100
Reston, Virginia 20190
Attention: Legal Department
(703) 955-3910

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 20. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

GTL shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of GTL to disclose financial interests and to recuse from influencing any County decision which may affect GTL's financial interests. If required by the County's Conflict of Interest Code, GTL shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. PROPERTY TAXES.

GTL represents and warrants that GTL, on the date of execution of this agreement, (1) has paid all property taxes for which GTL is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. GTL shall make timely payment of all property taxes at all times during the term of this agreement.

Section 23. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 24. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 25. SCOPE AND OWNERSHIP OF WORK.

All inmate data, and reports arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such data and reports for any lawful purpose whatsoever. Notwithstanding anything to the contrary contained in this agreement, GTL shall retain all of GTL's rights in GTL's own proprietary information, including, without limitation, GTL's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by GTL prior to, or acquired by GTL during the performance of this agreement and GTL shall not be restricted in any way with respect thereto. Furthermore, title to all equipment provided under this agreement ("Equipment") shall be and at all times remain in the GTL, 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 GTL's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by GTL and its licensors. During the term of this agreement, GTL grants County a non-exclusive, non-transferable, license to use the IP solely for accessing the services supplied by GTL under this Agreement. The County 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.

Section 26. USE OF COUNTY PROPERTY.

GTL shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of GTL's obligations under this agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and GTL have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: 7/17/18



Les Baugh, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

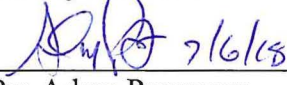
RISK MANAGEMENT APPROVAL

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: 
Deputy

By:  07/26/18
James Johnson
Risk Management Analyst III

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

 7/16/18
By: Adam Pressman
Senior Deputy County Counsel

INFORMATION TECHNOLOGY
TOM SCHREIBER
Chief Information Officer

IT Approved:
 on behalf of Tom Schreiber 7/9/18
Gretchen Allen, Dep. Dir.

GLOBAL TEL LINK CORPORATION

Date: 6/26/18

By: 

President & Chief of Business Solutions
Tax I.D.#: On File

Service Schedule 1 Inmate Telephone Service

This Service Schedule applies only to inmate telephone service (“ITS”). Where “GTL” is used in this Service Schedule, it shall mean Global Tel*Link Corporation.

1. Equipment and Features.

Telephones and Platform				
Interview Room Visitation Phones	Inmate Visitation Phones (with keypad)	Inmate Cordless Phones	Visitation Phones (Visitor)	Platform
12	23	13	23 (existing)	ICMv Inmate Telephone Platform

GTL Inmate Telephone System Base Features
365 Day On-Line Recording Storage
Password Protected Web based User Interface
Prepaid and PIN Debit Calling Capabilities
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 Debit Calling
Hot Alert
Audit Tools
Call Prompts in English and Spanish

Additional Services
GTL Virtual Receptionist IVR that allows inmate families and friends to access certain information provided by County

Reporting.

GTL’s Call Detail Reporting function can generate more than 1,600 different call detail reports based on parameters defined by the investigator. Reports can be generated by accessing the **Call Detail Report** or **Advanced Reporting** menu.

- Standard Call Detail Report - Use the Standard Call Detail Report to search for calls, listen or analyze calls, or add calls to CD/DVD.
- Summary Reports - Summary Reports allows you to view the Standard Summary Report, the Free Call Summary Report, the Rate Summary Report, or the Frequently Used (PIN or BTN) Summary Report.
- Advanced Reports - Use the Advanced Reports menu to access Call Statistics, Report Builder, Debit System Information Reports, Inmate Information Reports, Diagnostic Reports, Auditing Reports, and Auto Enrollment IVR Reports (selected facilities only).

Further, County will be able to access and monitor revenue reports on-line. GTL provides comprehensive call traffic and billing information, in standard reports from the ITS, as well as in monthly reports submitted with commission checks and/or available from GTL's secure Internet FTP Site.

- Inmate Telephone System Reports: County will be able to access the facility's original call data on-line, via the system's password protected interface program, to request and generate reports detailing total gross revenue for the specified billing period by such criteria as: inmate telephone, call type, inmate PIN, destination number, or virtually any combination of criteria that County desires to use to audit detail or summary information contained in monthly commission reports.
- Secure Internet FTP Report Server: GTL also provides a secure Internet FTP Site from which revenue data and reports can be accessed by authorized County staff from on-site workstations, or from authorized computers at remote locations. These reports can be formatted in one of three formats, depending on County's preference: comma separated value text files, Excel worksheets, or portable document formatted (.pdf) files. GTL's flexible report system is currently configured to provide over one hundred (100) different kinds of reports based on information available in a facility's call detail records.
- Standard Monthly Commission Reports: With the monthly commission check County will receive a set of reports detailing call traffic, and total gross revenue. Reports will distinguish collect and prepaid calls as appropriate by: Local, IntraLATA, InterLATA, Interstate and International call types.
- Summary Commission Report - Calls, minutes, revenue, commission, and percentages with details and totals for individual call types and grand totals for all call types in the report.
- Monthly Revenue by Phone - Calls, minutes, and revenue with details and totals for individual inmate telephones and grand totals for all telephones in the report.

The term "equipment" in this Service Schedule includes the items listed in this Section I of this Schedule and include the inmate multi-purpose units and related equipment, including, but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of GTL are installed at the Facility owned or controlled by County or any of its agencies or affiliates, such property shall remain in all respects that of GTL. The Parties will cooperate in good faith to address recurring vandalism or insufficient traffic and/or revenue on any of the phones. Upon removal of equipment by the GTL, GTL shall restore said premises to its original condition, ordinary wear and tear excepted; however, GTL shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. GTL will work with the County in good faith during installation to ensure compliance with County policies. County may not make alterations or attachments to the Equipment provided under this Agreement, unless otherwise mutually agreed upon by the Parties in writing.

2. Inmate Telephone Services.

GTL shall be responsible for: (a) furnishing, installing, repairing and servicing the equipment listed above; (b) the establishment (if and to the extent required of GTL 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 GTL; (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 GTL's obligations under this Agreement. GTL reserves the right to control unbillables, bad debt and fraud.

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

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

3. 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: \$0.25 per minute of use.
- b) Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.21 per minute of use.
- c) Local and Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.36 per minute of use.
- d) International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.60 per minute of use.

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 GTL 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 GTL in connection with such programs.

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

Fee for automated payment for credit card, debit card, and bill processing fees	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Fee for paper bill/statement	\$2.00 per use
AdvancePay One Call transaction fee	\$5.95 per transaction
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

5. Single-Call and Related Billing Arrangements for Inmate Telephone Services. GTL 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.

6. Additional Terms

- a. Exclusivity and Right of First Refusal. Shasta County Jail will not allow any products or services that compete with those supplied by GTL during the term of the Agreement to be, or to remain, installed at any County jail facilities, including present and future County jail locations. GTL will have the exclusive right to provide the products and services implemented at County jail facilities through the Agreement, and those other inmate communication, educational or entertainment products or services sought by County for its jail facilities during the term of the Agreement.

**Service Schedule 2
Enhanced Services –Multi-Purpose Unit**

1. **Applicability.** This Service Schedule applies only to services provided for use on the Multi-Purpose Units (as defined below). Where “GTL” is used in this Service Schedule, it shall mean GTL Enhanced Services, LLC.

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

“Enhanced Services” means enhanced communications, information services, educational, and entertainment products listed below.

“Multi-Purpose Unit” means wall mounted unit used to deploy Enhanced Services.

3. **Deployment Locations.** Multi-Purpose Units will be deployed at the locations listed in the table below, as may be altered by agreement of the parties (individually “Location” and collectively “Locations”). GTL 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 the Enhanced Service at such Location.

Location	Location Description	# of Multi-Purpose Units
Main Jail	General Population	27

4. **GTL Provided Equipment, Services and Cabling.** GTL will supply and install equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to County, provided, however, GTL shall not be required to complete any repairs to pre-existing damage. GTL will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. GTL 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 County upon the expiration of the Agreement. Upon termination of Enhanced Services in any Location(s), County will provide GTL a reasonable opportunity to collect all Multi-Purpose Units and associated equipment and hardware (except cabling).

5. **Support and Maintenance.** GTL will provide all support and maintenance services for the Multi-Purpose Units, subject to the limitations described herein. GTL will respond promptly to all support requests. County acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Multi-Purpose Units will not be available while being repaired or maintained. County will permit GTL authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the Multi-Purpose Units, at such times and for such purposes as reasonably necessary or appropriate to permit GTL to perform its obligations herein.

6. **Multi-Purpose Units and Enhanced Services.** GTL will supply the number of Multi-Purpose Units set forth in Section 3.

a. Enhanced Services. GTL will provide the following Enhanced Services via the Multi-Purpose Units.

- i. **Voice Communication.** GTL will enable Multi-Purpose Units for outbound voice communications that include the security features and functionality of the inmate telephone service (“ITS”) platform.
- ii. **Content.** GTL will enable the Multi-Purpose Units for inmate messaging, commissary ordering, inmate requests, and inmate grievances.

7. **Enhanced Services Rates.** GTL may apply the following charges on the use of the Multi-Purpose Units; provided, however, GTL may in its discretion change any pricing other than pricing for voice communication.

- a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
- b. 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)
 - iii. \$1.00 per video attachment (in addition to charge for any written message, if provided)
- c. Commissary ordering, inmate requests, and inmate grievances: No Charge.
 - i.

8. **Additional Terms**

- a. **Monitoring and Recording.** County acknowledges that the Enhanced Services provide County with the ability to monitor and/or record use of the Multi-Purpose Units, including read electronic messaging sent through the Multi-Purpose Units. County further acknowledges and agrees that GTL has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by County of the use of the Multi-Purpose Units, or compliance therewith. County has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. GTL disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. County will be solely responsible for any liability arising out of failure of County to comply with such law, regulation or guideline.
- b. **Exclusivity and Right of First Refusal.** Shasta County Jail will not allow any products or services that compete with those supplied by GTL during the term of the Agreement to be, or to remain, installed at any County jail facilities, including present and future County jail locations. GTL will have the exclusive right to provide the products and services implemented at County jail facilities through the Multi-Purpose Units, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by County for its jail facilities during the term of the Agreement, including any products or services that may be delivered through Multi-Purpose Units, whether the products or services are for inmates located at jail County facilities.

12. **Limitation of Liability.**

GTL AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE MULTI-PURPOSE UNITS, OR RELATED ACCESSORIES. COUNTY IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE MULTI-PURPOSE UNITS AND EACH OF ITS COMPONENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GTL AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, , AND ANY WARRANTIES REGARDING THE RELIABILITY OF THE MULTI-PURPOSE UNITS. GTL DOES NOT WARRANT THAT THE MULTI-PURPOSE UNITS WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. GTL DOES NOT WARRANT THAT USE OF THE MULTI-PURPOSE UNITS WILL BE CONTINUOUS OR UNINTERRUPTED.

Service Schedule 3 Payment Services

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

I. SERVICES. GTL shall provide the following Services to the County (Walk-In-Retail would be made available in late 2018 if selected by County):

- Trust Services
- Self-Release
- Release Card
- Child Support Payment Services
- Intake Kiosk (future, at the discretion of County)

GTL 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 County 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: GTL-provided proprietary Deposit Kiosks using cash or a credit card (collectively, the “Kiosk or Kiosks”), payment over the telephone using GTL’s Interactive Voice Response System (“IVR”), an on-line web-payment portal using a credit card (“Web”) and via Walk-In Retail at certain retail locations using a debit card or cash (“Walk-In Retail”) in accordance with Exhibit A, which must be executed by County (as Recipient). County acknowledges and agrees that GTL may also accept payments on behalf of other governmental agencies at Kiosks or other payment portals placed in any facility by GTL.

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

Deposit Amount	Lobby Kiosks	Telephone (IVR)	Web or Countertop Terminal
0 - \$20.00	\$3.95	\$3.95	\$3.95
\$20.01 - \$100.00	\$4.95	\$4.95	\$4.95
\$100.01 - \$200.00	\$5.95	\$5.95	\$5.95

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

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, GTL will charge a fee of \$3.00. Fees will be deducted from the transaction deposit amount going to the Inmate. The County 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 County on behalf of such inmate while serving his or her sentence. Each Intake Kiosk supplied will accept currency, both cash and coinage for taking of the Inmate Property.

- For each Intake transaction of Inmate Property, GTL may charge the Premise Provider a fee of \$3.00 or as follows: For County, as long as County 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.
- 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, GTL 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 County will receive a revenue share equal to \$1.00.

Self-Release. This Service allows a sender to deposit funds using a credit card or cash card into an on-site Kiosk without amount limit for exclusive use in posting bail via Walk-In Retail at certain retail locations using a debit card or cash (“Walk-In Retail”) in accordance with Exhibit A.

For cash, credit/debit card and ACH transactions for Self-Release Deposits, GTL 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

For each credit/debit card transaction, GTL 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 County 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.

GTL agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer. GTL, 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 County.

Price Revisions: The Fees charged to senders will be reviewed on an annual basis to determine market based competitiveness and will be subject to change at GTL’s sole discretion. No price increase shall take place without written notice and consultation with County at least 30 days prior to the intended rate increase.

Child Support Payment Services. This Service allows a party to insert funds into a Kiosk located at a jail or court house or other agreed upon location, using a credit card or cash, for the purposes of making child support payments via Walk-In Retail at certain retail locations using a debit card or cash (“Walk-In Retail”) in accordance with Exhibit A, which must be executed by County (as Recipient).

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

Building	Type	# of Kiosks to be Deployed
Main Jail	Lobby Kiosk	1
Main Jail	Countertop Unit	1
Main Jail	Intake Kiosk	1 (only if selected by County)

II. PAYMENT SERVICES TERMS AND CONDITIONS

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

3. **Systems Interface.** GTL will establish an interface within forty-five to sixty days following the effective date of the Agreement with the County's current accounting software provider, Keefe Commissary, at no cost to the County to allow for processing of payments directly between the Keefe system and the GTL system. Where the County requires any other interface, GTL shall only be responsible for its own costs in connection with the additional interface, and the County will responsible for its costs or those costs of any of its third party vendors.
4. **Payment Types and Business Rules.** GTL will use those payment parameters listed in this Schedule, in Section I (trust, self-release, and child support).
5. **Kiosk.** Prior to the installation of any hardware that may be necessary for Services, County shall provide GTL with information regarding the location on County where the Kiosk shall be located. County shall prepare the site for the Kiosk, according to GTL's reasonable instructions. Power to the Kiosk is the County's sole responsibility. GTL will be responsible for all on going cash management and repair of Kiosks.
6. **Promotion.** GTL and County shall work together to promote the Services. County agrees to make its Senders aware of the Services through its website and other mutually agreeable means of advertising. GTL will be allowed to distribute marketing material and promotional material to County as well as provide a reference link from County's website to the URL designated by GTL for the sole purpose of promoting the Services.
7. **Title.** Title to all hardware provided by GTL for the purpose of providing the Services shall remain solely that of GTL. Within 30 days of the termination of this Agreement or within 30 days of receiving notice from County of a termination of this agreement, GTL shall, at its own expense, remove all of its hardware from County premises.
8. **Reporting.** GTL will provide County with online access to transaction information, including transaction date, Department/Facility, Transaction number, account holder number, transaction type (restitution, statutory surcharges, etc. . .), fees paid, amount paid, total amount paid (including fees), form of payment, and payer's name. To the extent such information is provided through password protected access, County agrees to keep all user and password information confidential and protect against unauthorized use. County will indemnify and hold GTL harmless from any lawsuits, claims or other damages resulting from unauthorized use of transaction information that results from the negligent or unlawful acts or omissions of employees or agents of County.
9. **Release Card.** GTL agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer. County agrees to store all card inventories in a limited access, locked room and all stock must be stored in a secured vault "Safe". County must maintain the card log provided by GTL and must audit the log monthly for compliance. County must provide a copy of the log to card issuer within 5 business days upon request.
10. **Money Transmitter Laws.** County agrees to the following procedures:
 - a) For transaction greater than \$3,000 (\$1,000 in AZ, NM, OK) – GTL 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 – GTL 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 GTL encounters suspicious activity, County agrees to provide support and information for reporting such transactions to FinCEN (Financial Crimes Enforcement Network operated by the US Treasury).
11. **Overpayments/Underpayments.** GTL will transmit all payments made through the Service (net of GTL Fees) to the Customer. GTL 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 AGREEMENT

Full Legal Name of Payment Recipient ("Recipient"): County of Shasta, Sheriff's Department Custody Division
Legal entity type of Recipient (e.g. corporation, or LLC): Political Subdivision
State of incorporation of Recipient: California
Address of Recipient: County of Shasta
Sheriff's Office Custody Division
1655 West Street
Redding, California 96001

This Walk-In Payment Receipt Agreement (the "Agreement") is entered into as of the date last executed 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 above.

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 mutually agreed: inmate trust, inmate phone, governmental child support, and other 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 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 shall maintain for the term of this Agreement an account at a financial institution for the purpose of allowing TouchPay to credit funds to Recipient.

2.2 Recipient will process and 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 CheckFreePay 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 designate specific personnel to work with CheckFreePay in support of the Payments. 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 Recipient agrees to notify and provide new information to CheckFreePay if any Recipient information relative to the Agreement changes to ensure CheckFreePay's records remain current. If Recipient does not notify and provide updated Recipient information to CheckFreePay in a timely manner, Recipient shall be responsible for any errors, delays or disruptions in CheckFreePay's performance hereunder.

2.5 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.

2.6 Recipient warrants that it is in compliance with, and that throughout the term of this Agreement it will comply with, all applicable laws, rules and regulations with respect to its performance under this Agreement including, without limitation, state money transmission laws, The Bank Secrecy Act, and OFAC regulations

3. **Rejected Payments.** No Payment transmitted hereunder may be rejected by Recipient 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. If any Payment is rejected hereunder, and CheckFreePay and Recipient are unable to determine the correct posting information, Recipient shall return the Payment data and funds in a mutually agreed upon manner and format.

4. **Fees.** Each party will bear its own costs associated with this Agreement. In addition to payment of any fees to TouchPay, Recipient shall be responsible for any taxes or other expenses, fees, and charges imposed by a governmental agency arising out of or incidental to Recipient's receipt of the Payments, excluding taxes, expenses, fees or charges based on the income or property of CheckFreePay.

5. **Use of Recipient Logo.** Recipient agrees to CheckFreePay's use of Recipient's name in connection with identifying Recipient as a potential payee within the Service for Payors, subject to compliance with any branding guidelines that Recipient provides to CheckFreePay (directly or through TouchPay) in writing.

6. **Confidentiality and Ownership.** "CheckFreePay Confidential Information" means the Services, their documentation, the terms and conditions of this Agreement, 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 to which Recipient may have access. Recipient will not disclose or use CheckFreePay Confidential Information except as expressly permitted under the Agreement or as CheckFreePay otherwise permits in writing. Subject to the preceding sentence, Recipient will use at least the same degree of care, but no less than reasonable care, to maintain the confidentiality of CheckFreePay Confidential Information as Recipient uses to protect its own trade secrets and confidential information of a similar nature. The obligations in this Section shall remain in effect for the longer of five years following the termination of the Agreement or for as long as the applicable CheckFreePay Confidential Information is protectable as a trade secret (as defined by applicable law). CheckFreePay reserves and retains all right, title and ownership, including without limitation all intellectual property rights, in the Services and all related documentation, specifications, data analytics and other usage models.

7. Warranty Disclaimer, Limitation of Liability.

CHECKFREEPAY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SERVICES OR

THE PAYMENTS. IN NO EVENT SHALL CHECKFREEPAY BE LIABLE FOR LOSS OF GOODWILL, PROFIT, REPUTATION, OR BUSINESS, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR TORT DAMAGES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE. EXCEPT FOR CLAIMS RELATED TO PROPRIETARY RIGHTS OR OBLIGATIONS TO PAY AMOUNTS DUE OR OWING, NEITHER PARTY MAY ASSERT ANY CLAIM AGAINST THE OTHER RELATED TO THIS AGREEMENT MORE THAN 2 YEARS AFTER SUCH CLAIM ACCRUED. CHECKFREEPAY'S AGGREGATE LIABILITY TO RECIPIENT AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS AND OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO ONE THOUSAND DOLLARS (\$1000).

8. Delays and Excuse from Performance. Neither party shall be liable for any delay or other failure of performance caused by factors beyond the reasonable control of the applicable party, such as, but not limited to: strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction or acts or omissions of third parties. Each party shall be responsible for notifying the other within a reasonable time if it is unable to perform.

9. Term and Termination Provisions.

9.1 The term of this Agreement shall begin as of the Effective Date. This Agreement shall automatically terminate upon the termination of CheckFreePay's agreement with TouchPay for the Services. If at any time CheckFreePay suspects or discovers that Recipient (i) is not complying with 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 or (iv) otherwise poses risk to CheckFreePay, CheckFreePay shall in its sole discretion have the right to terminate the Agreement at any time. Additionally, if Recipient is in breach of any of its contractual obligations to CheckFreePay under this Agreement, CheckFreePay reserves the right to suspend the Service at any time.

If, after the Effective Date of this Agreement, any law, regulation, or ordinance, whether federal, state, or local, becomes effective which substantially alters CheckFreePay's ability to perform hereunder, CheckFreePay shall have the right to terminate this Agreement upon written notice to Recipient.

9.2 Upon termination, the rights and obligations of the parties hereunder will cease, excepting only the following which will continue: (a) the rights of each party with respect to any breach of this Agreement by the other party; (b) the right of CheckFreePay to continue its relationships with TouchPay and the Payors; (c) for all Payments made by Payors on or before the effective date of termination, the rights and obligations of the Agreement related to such Payments; and (d) the rights and obligations set forth in sections 6 and 7 and any rights and obligations which by their nature survive termination of the Agreement. In the event Recipient owes CheckFreePay any amounts hereunder upon termination or expiration, Recipient shall pay such amounts to CheckFreePay promptly upon such termination or expiration.

10. Notices. All notices and other official communications under this Agreement 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

County of Shasta
Sheriff's Office Custody Division
1655 West Street
Redding, California 96001

or to such other address or addresses as either party may from time to time designate to the other by written notice. Any such notice or other official communication shall be deemed to be given as of the date it is personally delivered, or in the case of facsimile, when sent and electronic confirmation of error free receipt is received, or three (3) days following the date when placed in the U.S. Postal Service mail in the manner specified.

11. Independent Contractor. Each party shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create, nor does it create and shall not be construed to create, any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

12. Assignment. Neither party may assign this Agreement, or any part thereof, without the prior written consent of the other party, and any such attempted assignment shall be void; provided, however, CheckFreePay may assign this Agreement, or any part thereof, to its parent, an affiliate (including any successor by merger or acquisition), or to any direct or indirect wholly-owned subsidiary without the prior written consent of Recipient.

13. General Provisions. (a) This Agreement 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. (b) This Agreement shall not be amended except by written agreement signed by both parties. (c) In the event that any provisions, or any portion thereof, of this Agreement are determined by competent judicial, legislative, or administrative authority to be prohibited by law, then such provision or part thereof shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of the Agreement. (d) This Agreement, together with any schedules, exhibits, or attachments, contains the full and complete understanding of the parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written. (e) 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 by any party. No waiver of any earlier breach shall be construed as a waiver of a later breach. No waiver shall be effective unless such waiver is approved in writing by the waiving party. (f) This Agreement shall inure to the benefit of the parties hereto and is not intended to create any right or cause of action or remedy of any nature whatsoever in any third party. (g) This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one instrument. Facsimile execution and delivery and email delivery of a signed electronic copy of this Agreement (e.g., a scanned image) is legal, valid and binding execution and delivery for all purposes.

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

RECIPIENT

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

CheckFreePay Corporation
for itself and its subsidiaries
CHECKFREEPAY CORPORATION OF NEW YORK and
CHECKFREEPAY CORPORATION OF CALIFORNIA

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

Service Schedule 4
Enhanced Services - IP-Enabled Tablets

1. **Applicability.** This Service Schedule applies only to the enhanced services referenced. Where “GTL” 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 (as defined below).

“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”). GTL 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 GTL 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	# of Tablets
Main Jail	General Population	85 (with 12 Video Visitation Docking Stations)
Main Jail	Classroom Tablets	15

4. **GTL Provided Equipment, Services and Cabling.** GTL will supply, and will work in good faith with the County to determine the placement of, equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to County. GTL 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 County upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), County will collect and deliver to GTL all Tablets and related equipment assigned to the Location(s) and provide GTL a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. **Support and Maintenance.** GTL will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. GTL will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. County acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets will not be available while being repaired or maintained. The County will permit GTL 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 GTL to perform its obligations herein.

6. **Tablets.** GTL will supply the number of Tablets set forth in **Section 3** for the Term of the Agreement, subject to the following limitations and conditions. Tablets shall at all times remain the sole and exclusive property of GTL. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. GTL will install Tablet charging enclosures (individually “Station” and collectively “Stations”) at locations agreed upon by the Parties. GTL will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

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

- i. Content. GTL will make available certain content through the Tablets, including music, games, electronic messaging, eBooks, and Khan Academy Lite (“Content”). Content will be provided on a per minute basis access. Content will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. GTL reserves the right to add, alter or discontinue any Content.
- ii. Enhanced Education Content (for 15 classroom Tablets only). GED prep courses, consisting of 1) GED-Math, 2) GED-Basic Math, 3) GED-Literacy, 4) GED-Basic Writing, 5) GED-Science, and 6) GED-Social Studies
- iii. Video Visitation. On-premise and remote video visitation, with 60 days recording storage.
- iv. Voice Communication. GTL will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service (“ITS”) platform. Headsets equipped with a microphone will be required.
- v. Inmate Accounts. All Tablet usage 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 GTL 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.

b. GTL Obligations. GTL 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 County’s commissary service. GTL 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. GTL may also change the number of Tablets deployed.

c. County Obligations. County 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 Content subject to the payment by the inmate of Content usage fees listed herein. In addition, County 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 for inmates and the use of the accounts for payment of Content usage and video visitation fees ; (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 GTL by either County, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide GTL with secure space to store Tablets and other GTL 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 County on all matters involving Enhanced Services, including reporting to GTL 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. Premise Provider will not allow any third-party to, tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by GTL for use with Enhanced Services.

7. **Enhanced Services and Accessories Rates.** GTL may apply the following charges on Enhanced Services and the use of the Tablets; provided, however, GTL 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. Inmate Content Access: \$0.05 per minute
- c. Video Visitation Services:
 - \$0.25 per minute Extended Local Visit Price (visits beyond minimum number of free onsite visits required by law)
 - \$0.40 per minute Remote Visit Price
- d. Replacement Headphones 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 provide)
 - iii. \$1.00 per video attachment (in addition to charge for any written message, if provided)

8. **Additional Terms**

- a. **Monitoring and Recording.** County acknowledges that the Enhanced Services provide County with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record communication made through the Tablets, and monitor content streamed on the Tablets. County further acknowledges and agrees that GTL has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by County of the use of the Tablets, or compliance therewith. County has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. GTL disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. County is solely responsible for any liability arising out of failure of County to comply with such law, regulation or guideline.
- b. **Exclusivity and Right of First Refusal.** Shasta County Jail will not allow any products or services that compete with those supplied by GTL during the term of the Agreement to be, or to remain, installed at any County jail facilities, including present and future County jail locations. GTL will have the exclusive right to provide the products and services implemented at County jail facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by County for its jail facilities during the term of the Agreement, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at County jail facilities.
- c. **Limitation of Liability**

GTL AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND GTL IN NO WAY, GUARANTEES THE EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR COUNTY PERSONNEL. FURTHERMORE, GTL AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. COUNTY IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GTL AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES REGARDING THE RELIABILITY OF ENHANCED SERVICES. GTL DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. GTL DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED.

Service Schedule 5
Enhanced Services – Video Visitation and Scheduler

1. **Applicability.** This Service Schedule applies only to video visitation services. Where “GTL” is used in this Service Schedule, it shall mean GTL Enhanced Services, LLC.
2. **Definitions.** Capitalized terms used and not otherwise defined shall have the meaning set forth in the Agreement.

“Enhanced Services” means enhanced communications, and information services.

“Video Visitation Service or System” (“VVS”) means Visitation Scheduler and Enhanced Service that permits on-site video visits using a platform to facilitate inmate communications with family, friends, and attorneys.

“Video Visitation Unit” means the hardware and equipment installed at County Locations (as defined below) that provides access to Video Visitation Services.

3. **Deployment Locations.** VVS will be deployed at the locations listed in the table below, as may be altered by agreement of the parties (individually “Location” and collectively “Locations”). GTL reserves the right to terminate the VVS at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of the VVS at such Location(s), including the failure by GTL to recover the Expenditure (as defined below) for VVS within twenty four (24) months following the deployment of Enhanced Service at the Locations.

Location
Main Jail

4. **GTL Provided Equipment, Services and Cabling.** GTL will supply equipment, hardware, circuits, and cabling to deploy VVS at the Locations at no cost to County. GTL 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 County upon the expiration of the Agreement. Upon termination of VVS in any Location(s), provide GTL a reasonable opportunity to collect all Video Visitation Units and associated equipment and hardware (except cabling).
5. **Support and Maintenance.** GTL will provide all support and maintenance services for the VVS, subject to the limitations described herein. GTL will respond promptly to all support requests. County acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Video Visitation Units will not be available while being repaired or maintained. County will permit GTL authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the VVS, at such times and for such purposes as reasonably necessary or appropriate to permit GTL to perform its obligations herein.
6. **VVS Software.** GTL shall deploy a hosted application server in GTL video visitation data center. GTL’s VVS software provides the following functionalities for visitation scheduling: (a) unlimited number of user licenses for scheduling software; (b) facility registration and scheduling; (c) public web-based registration and scheduling; (d) multilingual web interface (English, Spanish); and (e) professional web-based registration and scheduling. The VVS software allows County to (a) manage public and professional visits; (b) manage non-contact and contact visits; (c) manage on premises video visitation and remote video visitation; (d) establish set schedules for non-contact visits, contact visits, on premises video visits, and remote video visits; (e) have officer check in for all on premises visits; and (f) have officer video check-in prior to remote video visitation start. County may configure the VVS software for staff access privileges, visitation restrictions for inmates and visitors, and

scheduling and conflicts. County may use the VVS software for live monitoring and recording with sixty (60) day recording storage, and may create certain data reports based on the data available via the VVS software.

7. **VVS Hardware.** GTL will provide the following hardware and equipment for use with VVS:

5 Visitor Units

9. **VVS Rates.**

On-Premises video visits beyond free visits required by law shall be \$0.25 per minute for the duration of the visit.

10. **Additional Terms**

- a. **Monitoring and Recording.** County agrees that GTL has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control video communication recordation or monitoring by County or compliance therewith. County has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the video monitoring and recording capabilities supplied through this Agreement. GTL disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. County shall be solely responsible for any liability arising out of failure of County to comply with such law, regulation or guideline. County acknowledges that all video communication detail records and recordings (DRs) in connection with VVS are the exclusive property of County for the term of this Agreement and any resulting extensions of this Agreement; provided, however, GTL 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.
- b. **Exclusivity and Right of First Refusal.** Shasta County Jail will not allow any products or services that compete with those supplied by GTL during the term of the Agreement to be, or to remain, installed at any County jail facilities, including present and future County jail locations. GTL will have the exclusive right to provide the products and services implemented at County jail facilities through the VVS, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by County for its jail facilities during the term of the Agreement, including any products or services that may be delivered through VVS, whether the products or services are for inmates located at County jail facilities.

11. **Limitation of Liability.** GTL AND ITS AFFILIATES AND SUPPLIERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE VIDEO VISITATION UNITS, OR RELATED ACCESSORIES. COUNTY IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, VVS AND ENHANCED SERVICES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GTL AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES REGARDING THE RELIABILITY OF THE VVS OR ENHANCED SERVICES. GTL DOES NOT WARRANT THAT THE VVS OR ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. GTL DOES NOT WARRANT THAT USE OF THE VVS OR ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED.