

VisPay Agreement

This VisPay Agreement (hereinafter, the "Agreement") by and between Global*Tel Link Corporation .with corporate headquarters at 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (hereinafter "GTL") and the County of Hennepin, State of Minnesota located at 350 S. Fifth Street Minneapolis, MN 55415 (hereinafter "Customer") (collectively, the "Parties"). The Parties agree that this Agreement shall govern the mutual rights and obligations of the Parties with respect to GTL's VisPay Module.

I. PREFACE. GTL asserts that it has developed and owns the VisPay module for the corrections industry ("VisPay"). VisPay provides a method for scheduling and payment of visitation fees as further described in Exhibit A. GTL shall install and maintain VisPay for Customer. During the term of this Agreement, GTL grants Customer a limited license to use VisPay 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"), as further described on Exhibit A hereto. This license authorizes use by Customer as well as inmates incarcerated by Customer and any individual participating in inmate visits with said individuals.

II. VisPay INSTALLATION AND OPERATION.

A. GTL shall install VisPay so that it is operable at Customer's Facilities as set forth in Exhibit B. Following Customer's confirmation GTL's installation of VisPay is completed and that VisPay is operable pursuant to the specifications set forth herein and Customer's Facilities, GTL shall invoice, and COUNTY shall pay Twenty Thousand Dollars (\$20,000) as the total cost for installation.

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 GTL shall not be liable for any damages incurred by Customer as a result of Customer's failure 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 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. Except for the express license rights herein, 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 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.

D. Exhibit A to this Agreement sets forth the VisPay services to be provided by GTL.

E. GTL shall provide a Customer support line that is available 24 hours a day, 7 days a week for Customer, inmate/resident, and/or inmate's related users.

F. GTL shall manage, meet, and exceed all Payment Card Industry - Data Security Standards (PCI and/or PCI-DSS) and payment transactions arising under this Agreement in accordance with Exhibit B. The parties expressly acknowledge and agree that GTL is the Merchant, as that term is used in association with PCI, and that Customer is not the Merchant. On an annual basis during this Agreement, at least on or before March 1st of each year, GTL shall provide Customer with a copy of a PCI-DSS Attestation of Compliance.

III. COMPENSATION

A. For remote internet video visits, GTL shall invoice Customer and inmates/residents/family/friends pursuant to the fee schedule set forth in Exhibit A. Customer shall pay all duly submitted invoices within thirty-five (35) days. GTL will pay no commissions in an manner whatsoever. 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.

C. In the event of a change, repeal, enactment or amendment of any statute or regulation by any governmental authority that increases GTL's costs to perform under this Agreement or reduces GTL's allowable rates that may be charged to VisPay users, GTL 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. TERM. This Agreement shall commence on _____ and expire on February 28, 2022, unless terminated earlier in accordance with the provisions herein.

V. TERMINATION

A. 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 party's opinions regarding actions required to cure the breach. The breaching party shall have thirty (30) business days from the receipt of such notice to cure the breach, Notwithstanding anything to the contrary herein, if the breach is not cured within thirty (30) 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 V, 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"). The parties expressly agree that conditions attributed or related to the COVID-19 pandemic are not Force Majeure Conditions.

VI. LIABILITY

A. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, GTL SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE INABILITY TO USE GTL'S VISPAY. GTL 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. GTL agrees to indemnify and hold Customer 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 GTL, 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 GTL.

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 State of Minnesota,

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 and Exhibit B** contains the entire agreement by and between the Parties and replaces any prior or existing agreements, oral or written, between the Parties concerning VisPay and the subject matter herein. However, the parties expressly agree that Customer duly licenses the associated video visitation software and hardware pursuant to separate agreements.

F. 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.

G. Assignments. GTL 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 GTL, which consent shall not be unreasonably withheld.

H. No Waiver. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default.

I. 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.

J. 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 GTL:

Global Tel*Link Corporation
ATTN: General Counsel
3120 Fairview Park Drive

Suite 300
Falls Church, VA 22042
Phone: (703) 955-3911

If to Customer:

Hennepin County Minnesota
Attn:
350 S. Fifth Street
Minneapolis, MN 55415

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.

L. Interpretation. Section headings in this Agreement are for reference only and shall not be construed as modifying any provisions herein.

M. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail. As applicable, GTL and Customer are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

N. Customer must, and hereby agrees to stay current on annual upgrades and support contracts in order for VisPay to be properly supported and functional.

O. The parties shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted including but not limited to law referenced herein as well as Minnesota Statutes, chapter 13 (the Minnesota Government Data Practices Act - see especially Minn. Stat. § 13.05, subd. 11), Minnesota Statutes section 16C.05, subd. 5, Minnesota Statutes section 471.425, subd. 4a and, as applicable, Customer's Affirmative Action Policy.

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

CUSTOMER
Hennepin County Minnesota

Global Tel*Link Corporation.

By: *Yvonne Forsythe*

Name: Yvonne Forsythe
Title: Director, Purchasing and Contract Services

Apr 5, 2021

By: *Maribeth Kuznia*

Name: Maribeth Kuznia
Title: Contracts Manager

Apr 5, 2021

EXHIBIT A

During the term of the Agreement, GTL shall charge the following rates by and through VisPay:

1.		Visitor and Inmate Visitations: Internet Video Visits	<p>\$4.00 total cost per visit</p> <p>The parties expressly agree that the foregoing \$4.00 rate allows for a twenty (20) minute visit, whether or not the visit uses the entire twenty minutes. GTL shall ensure that VisPay automatically terminates the call at twenty (20) minutes.</p> <p>The first remote internet video visit per resident each week will be provided without charge to end user participants and shall be paid by the County. GTL will submit a monthly invoice to the County identifying these charges to include the residents information, date of the video visit and total price.</p>
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EXHIBIT B

Task Name	Assigned To	Duration	Start	Finish	% Complete	Predecessors
Hennepin County, MN VisManager Project GTL						
STATUS BAR		Duration	Start	Finish	% Complete	Predecessors
Install Timeline		64d	04/01/21	06/29/21	0%	
Initiation - New		4d	04/01/21	04/06/21	0%	
Contract Review/Gap Analysis	PMO	3d	04/01/21	04/05/21	0%	
Internal Kick-Off	PMO	1d	04/06/21	04/06/21	0%	6
Planning - Pre-Install		2d	04/14/21	04/15/21	0%	
Customer Kick-Off	PMO, sales, FS, SAT, Installation	1d	04/14/21	04/14/21	0%	7FS +5d
Implementation Plan	PMO	1d	04/15/21	04/15/21	0%	9
Implementation - In Progress		26d	04/20/21	05/25/21	0%	
Interface		26d	04/20/21	05/25/21	0%	
Breakout Meeting	PMO, Lisa Winstead	1d	04/20/21	04/20/21	0%	9FS +3d
Backlog	Interface	5d	04/21/21	04/27/21	0%	13
Planning	Interface	1d	05/05/21	05/05/21	0%	14FS +5d
Engineering Review	Interface	2d	05/06/21	05/07/21	0%	15
DEV/QA	Interface	2d	05/17/21	05/18/21	0%	16FS +5d
Config Scripting	Interface	1d	05/19/21	05/19/21	0%	17
In Deployment	Interface	1d	05/20/21	05/20/21	0%	18
Deployed, BUT NOT LIVE	Interface	1d	05/21/21	05/21/21	0%	19
Monitoring	Interface	1d	05/24/21	05/24/21	0%	20
Done	Interface	1d	05/25/21	05/25/21	0%	21
Service Configuration/Validation		29d	04/16/21	05/26/21	0%	
Officer web configurations	VisManager Support Team	1d	04/16/21	04/16/21	0%	10
Visitor Web Configurations	VisManager Support Team	1w	04/19/21	04/23/21	0%	24
Inmate test file	VisManager Support Team	1d	04/26/21	04/26/21	0%	25
Time blocks	VisManager Support Team	1d	04/27/21	04/27/21	0%	26
Time block Groups	VisManager Support Team	1d	04/28/21	04/28/21	0%	27
Build Visitation Centers	VisManager Support Team	1d	04/29/21	04/29/21	0%	28
Build Facilities	VisManager Support Team	1d	04/30/21	04/30/21	0%	29
Build Quotas	VisManager Support Team	1d	05/03/21	05/03/21	0%	30
Review of Time Blocks with Hennepin County	PMO	1d	05/04/21	05/04/21	0%	31
User groups	PMO	1d	05/05/21	05/05/21	0%	32
Marketing	PMO	2w	05/06/21	05/19/21	0%	33
Master Review of Configuration		1w	05/20/21	05/26/21	0%	34
Training/Go-Live		5d	05/27/21	06/02/21	0%	
Video Visitation Go-Live		5d	05/27/21	06/02/21	0%	35
Staff Training	PMO	5d	05/27/21	06/02/21	0%	35
Go-Live Support	PMO	5d	05/27/21	06/02/21	0%	
Project Transition - Post Install		9d	06/17/21	06/29/21	0%	
Customer Acceptance	PMO, Sales	3d	06/17/21	06/21/21	0%	39FS +10d
Project Transition	PMO, Sales, Field Services, Technical Sup	3d	06/22/21	06/24/21	0%	41
CAR Close Out (Complete)	PMO, Finance	3d	06/25/21	06/29/21	0%	42