

m DEPARTMENT OF
ADMINISTRATION
STATE PROCUREMENT

June 18, 2019

Bryan Moses
Global Tel*Link Corporation
12021 Sunset Hills Road, Suite 100
Reston, VA 20190

Dear Mr. Moses:

The following documents are enclosed for you to complete and return:

- Notification of Contract Award 00000000000000000000109200 (109200) for an Offender/Client/Resident Phone/Kiosk/Debit-Credit Card System for the Departments of Corrections and Human Services.
- Exhibits A, B-1, C-1, and D-1 showing the terms, pricing, and specific items awarded.
- Exhibit E, Global Tel*Link Corporation End User License Agreement
- Certificate of Insurance (COI) - A current certificate of insurance from your insurer, in the amounts called for in the solicitation, is required now to complete the Contract document. The insurance requirements are attached for your convenience. Please have your insurance provider send a copy of the COI electronically to osp.insurance@state.mn.us. No contract will be executed with your company until the COI has been received and approved.
- Workforce Certificate Information Form.
- Attachment A-1, First-Tier Subcontractors List – Complete if there will be First-Tier Subcontractors. If there will be no First-Tier Subcontractors provide a statement affirming that there will be no First-Tier Subcontractors.

Please print a copy, have it signed (not stamped), and return electronically to Mike Brick at mike.brick@state.mn.us by June 20, 2019.

Instructions for properly completing the Contract documents are enclosed. Documents that are not properly executed will be returned to you. Failure to submit executed forms in the time required may result in cancellation of the award. Upon receipt of the properly executed forms, and after signatures are obtained from the appropriate State authorities, a copy of the completed Contract documents will be sent to your company.

If you have any questions, please contact me.

Sincerely,

Mike Brick
Acquisition Management Specialist
Enclosures

Department of Administration | Office of State Procurement
112 Administration Building, 50 Sherburne Avenue, Saint Paul, MN 55155
651-296-2600 | mn.gov/admin/mmmd

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

INSTRUCTIONS

Return the signed sets of documents to the OSP office.

Required Signatures:

- The documents must be signed by an **officer** of your company, e.g., president, vice president, assistant vice president, corporate secretary, assistant corporate secretary, treasurer, or assistant treasurer.
- If your company is a corporation, the signature of one corporate officer is binding. If your company is a partnership, the signature of one partner is binding.

If someone other than the corporate officers listed above signs the document (e.g., manager, sales manager, executive assistant, etc.), evidence of his or her authority to do so must accompany the document. The evidence can be either:

- A corporate power of attorney, or
- A **certified copy** of a board resolution authorizing the alternate signature with a letter attached and signed by a corporate officer stating the resolution is in force and effective.

Notification of Contract Award

To: Bryan Moses
Global Tel*Link Corporation
12021 Sunset Hills Road, Suite 100
Reston, VA 20190

Contract Number: 109200
Release Number: T-512(5)
Contract Period: July 1, 2019, or date of
contract execution, whichever
is later, through
June 30, 2024
Extension Option: Up to 24 Months

You are hereby notified that your response to our solicitation, which opened October 10, 2018, is accepted. This Contract Award includes all or part of the following products or services, as further specified in Exhibit A: Offender/Client/Resident Phone/Kiosk/Debit-Credit Card System.

The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: (1) this Notification of Contract Award, together with Exhibits A, B-1, C-1, D-1, and any attachments or subsequent purchase orders, amendments or similar documents; (2) the State's solicitation; and (3) your response, including Exhibit E, Global Tel*Link Corporation End User License Agreement as negotiated. In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Notification and any later executed documents shall prevail over conflicting terms and conditions contained in the earlier documents, in their original form or as amended.

1. Global Tel*Link Corporation

The Contractor certifies that the appropriate person(s) have executed this Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]
Signature
John Pitsenberger
Printed Name
Title: Chief Financial Officer (CFO)
Date: June 18, 2019
By: _____
Signature
Printed Name
Title: _____
Date: _____

2. Office of State Procurement

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: [Signature]
Title: Acquisition Management Specialist
Date: 9/9/19

3. Commissioner of Administration

Or delegated representative.

By: _____
Date: Original signed

SEP 10 2019

By Lucas J. Jannett

**Price Contract
Exhibit A**

As stated in the Notification of Contract Award, this Contract incorporates the terms, conditions, and specifications of the solicitation and response at the prices attached.

Terms: N/A

Delivery: 60 Days ADA Compliant Systems, 120 Days Other Systems

1.0 Tentative Delivery Schedule. Final Schedule will be jointly determined by both parties after Contract execution, however ADA compliant systems will be installed within 60 days of Contract execution.

| Facility | Installation Date (Tentative) | Cut-Over Date (Tentative) |
|--------------------|--|--|
| MCF – Faribault | From contract signing Phones & VRS 25 Days All other services 120 Days | From Install Start Date Phones and VRS: 9 Days All other services: 34 Days |
| DOC Central Office | From contract signing Phones & VRS TBD All other services 120 Days | From Install Start Date Phones and VRS: TBD All other services: TBD |
| MSOP – St. Peter | From contract signing Phones & VRS 22 Days All other services 120 Days | From Install Start Date Phones and VRS: 4 Days All other services: 13 Days |
| MCF – Stillwater | From contract signing Phones & VRS 25 Days All other services 120 Days | From Install Start Date Phones and VRS: 7 Days All other services: 34 Days |

Department of Administration | Office of State Procurement
112 Administration Building, 50 Sherburne Avenue, Saint Paul, MN 55155
651-296-2600 | mn.gov/admin/mmd

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| Facility | Installation Date (Tentative) | Cut-Over Date (Tentative) |
|------------------------|--|--|
| MCF – Oak Park Heights | From contract signing Phones & VRS 22 Days All other services 120 Days | From Install Start Date Phones and VRS: 5 Days All other services: 20 Days |
| MCF – Moose Lake | From contract signing Phones & VRS 25 Days All other services 120 Days | From Install Start Date Phones and VRS: 3 Days All other services: 29 Days |
| MSOP – Moose Lake | From contract signing Phones & VRS 22 Days All other services 120 Days | From Install Start Date Phones and VRS: 4 Days All other services: 16 Days |
| MCF – Willow River CIP | From contract signing Phones & VRS 22 Days All other services 120 Days | From Install Start Date Phones and VRS: 3 Days All other services: 13 Days |
| MCF – Rush City | From contract signing Phones & VRS 25 Days All other services 120 Days | From Install Start Date Phones and VRS: 3 Days All other services: 29 Days |
| MCF – St. Cloud | From contract signing Phones & VRS 25 Days All other services 120 Days | From Install Start Date Phones and VRS: 3 Days All other services: 28 Days |
| MCF – Lino Lakes | From contract signing Phones & VRS 25 Days All other services 120 Days | From Install Start Date Phones and VRS: 4 Days All other services: 34 Days |

| Facility | Installation Date (Tentative) | Cut-Over Date (Tentative) |
|----------------|--|--|
| MCF – Shakopee | From contract signing Phones & VRS 22 Days All other services 120 Days | From Install Start Date Phones and VRS: 4 Days All other services: 21 Days |
| MCF – Red Wing | From contract signing Phones & VRS 22 Days All other services 120 Days | From Install Start Date Phones and VRS: 3 Days All other services: 13 Days |
| MCF - Togo | From contract signing Phones & VRS 22 Days All other services 120 Days | From Install Start Date Phones and VRS: 3 Days All other services: 9 Days |

2.0 Pricing. Pricing per Exhibits B-1, C-1, and D-1.

3.0 The Contract Vendor agrees to provide the Contract to CPV members at the same prices, terms, conditions, and specifications.

4.0 **ADD** the following to the Special Terms, Conditions, and Specifications:

BB. OTHER SERVICE AGREEMENTS FOR INMATES, FRIENDS, AND FAMILY. Contractor may from time to time in the ordinary course of business have terms and conditions for certain services that apply to inmates, friends and family such as terms of use or end user license agreements. Such terms are not incorporated by reference in this Contract and are subject to change from time to time by Company in order to comply with company policy or changes in the law.

All such agreements shall be construed in accordance with the laws of the State of Minnesota and nothing therein shall be construed to conflict with the laws of the State of Minnesota. For services provided under this Contract, in the event of a conflict, the terms and conditions of the Contract shall control.

The State is not responsible for the inmates' and friends and family's compliance or noncompliance with such agreements.

5.0 The State has approved a \$250,000 deductible for Professional/Technical, Errors and Omissions, including Network Security and Privacy Liability Insurance.

Exhibit B-1

Price Schedule for Phone Rates

| Call Type | Rate per Min for Offender/Client | State Commission Rate - 40 % | Rate per Min for Debit/Prepaid | State Commission Rate - 40% | Rate per Min for Collect | State Commission Rate - 40 % |
|---------------|----------------------------------|------------------------------|--------------------------------|-----------------------------|--------------------------|------------------------------|
| IntraState | \$0.040 | \$0.016 | \$0.040 | \$0.016 | \$0.040 | \$0.016 |
| InterState | \$0.040 | \$0.016 | \$0.040 | \$0.016 | \$0.040 | \$0.016 |
| International | \$0.168 | \$0.068 | \$0.168 | \$0.068 | \$0.168 | \$0.068 |
| TTY/VRS* | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Exhibit C-1

Price Schedule for Kiosk/Tablet Rates

| eMail Services | User Fee | State Commission Rate - 20 % |
|---|-----------------|-------------------------------------|
| eMail (inbound and outbound) per stamp | \$0.19 | \$0.038 |
| Photo Attachment - Incoming Only | \$0.19 | \$0.038 |
| Short Video Attachments – Incoming Only | \$0.19 | \$0.038 |

| Video Visitation Services | User Fee | State Commission Rate - 20 % |
|----------------------------------|-----------------|-------------------------------------|
| Video Visit (30-minute session) | \$7.50 | \$1.50 |

| Media Services | User Fee | State Commission Rate - 20 % |
|--|------------------|-------------------------------------|
| Media Player | Free* | N/A |
| Song | \$1.20 - \$2.36 | \$0.24 - \$0.472 |
| eBook | \$3.74 - \$33.74 | \$0.75 - \$6.75 |
| Music Subscription | \$16.19 | \$3.24 |
| Movie (per each) | \$6.86 | \$1.37 |
| Movie Subscription | \$7.49 | \$1.50 |
| Educational Videos | Free* | N/A |
| Downloading Agency Content onto Tablet | Free* | N/A |

Optional Services

| Number of Stamps per Package | User Fee | State Commission Rate - 20 % |
|-------------------------------------|-----------------|-------------------------------------|
| 5 stamps per Package | \$0.94 | \$0.19 |
| 20 stamps per Package | \$3.75 | \$0.75 |

Exhibit D-1

Price Schedule for Debit/Credit Card Rates

Money Transfers Fees

| Credit/Debit Card | Fee Via Phone | State Commission Rate - 20 % | Fee Via Internet | State Commission Rate - 20 % |
|-------------------|---------------|------------------------------|------------------|------------------------------|
| .01 - \$20.00 | \$ 3.11 | \$ 0.62 | \$ 3.11 | \$ 0.62 |
| \$20.01- \$100.00 | \$ 5.61 | \$ 1.12 | \$ 5.61 | \$ 1.12 |
| \$100.01-\$200.00 | \$ 8.11 | \$ 1.62 | \$ 8.11 | \$ 1.62 |
| \$200.01-\$300.00 | \$ 10.61 | \$ 2.12 | \$ 10.61 | \$ 2.12 |

Walk-in Location Fees

| | Walk-in Fee | State Commission Rate - 20 % |
|-------------------|-------------|------------------------------|
| \$.01- \$1,000.00 | \$7.44 | \$1.49 |

3rd Party Transaction Costs (e.g. Moneygram, Western Union, etc.)

| 3 rd Party Transaction Cost | State Commission Rate - 20 % |
|--|------------------------------|
| \$6.95 ¹ | N/A |

Lockbox Fee

| | |
|-------------------|------|
| \$.01- \$1,000.00 | Free |
|-------------------|------|

Release Card Services

| Service | Fee (Offender Cost) | State Commission Rate - 20 % |
|--|--|------------------------------|
| Card, Card Materials and Activation | 0.00 | \$0.00 |
| ATM Withdrawal (at least 1 st free) | 1 st Two Free, \$2.00 thereafter ² | \$0.40 |
| ATM Decline | 1 st Two Free, \$0.95 thereafter | \$0.19 |
| PIN or Signature Purchase (1 st free) | \$0.00 – All Free at all Times | 0.00 |
| PIN/Signature Decline | 1 st Two Free, \$0.95 thereafter | \$0.19 |
| Monthly Service Fee * | 0.00 | \$0.00 |
| Replace Card | \$5.00 | \$1.00 |
| Expedite Card | \$0.00 | \$0.00 |
| Account Closure | \$0.00 | \$0.00 |
| Auto Customer Service | \$0.00 | \$0.00 |
| Live Customer Service | \$0.00 | \$0.00 |
| Inactivity Fee | \$3.00 Per Month After 180 Consecutive Days of Card Inactivity | \$0.60 |
| Statement Print | \$0.00 | \$0.00 |

* Note: No monthly services fees will be allowed.

¹ GTL has an agreement with Western Union that provides our customers with a flat rate fee charged by Western Union and do not include any markup by GTL. Any other third-party financial fees may vary by third party.

² Always host surcharge free at any MONEYPASS ATM anywhere in the Country. There are 1,722 MONEYPASS ATMS in the State of Minnesota.

ENGLISH (por favor, desplácese hacia abajo para el español)

Global Tel*Link Corporation End User License Agreement

This End User License Agreement (this “**Agreement**”) is a legal contract between you (“**you**”), and Global Tel*Link Corporation, its subsidiaries and affiliates, as applicable (collectively, “**GTL**”). This Agreement governs your use of the software and associated online or electronic documentation published, distributed or otherwise made available by GTL (this software and documentation, and any applicable updates provided by GTL, constituting the “**Software**”), and the GTL voice and data communications services that GTL provides you (these voice and data communications services, together with the Software constituting the “**GTL Service**”), through a GTL mobile tablet device (each, including any accessories related to the device or provided in connection with the device, a “**GTL Device**”) that you purchase (each, a “**Purchased Device**”) or that you rent or that is loaned to you (each, a “**Rented Device**”). Any content or services that you purchase or access in connection with your use of a GTL Device or the GTL Service may be subject to additional terms and conditions provided by GTL or the provider of the applicable content or services. Furthermore, your use of the GTL Service or a GTL Device may be subject to additional restrictions imposed by the correctional facility where you are being held, as supplied to you by that correctional facility (the “**Facility**”).

BY CLICKING THE “ACCEPT” BUTTON BELOW YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, PLEASE RETURN THE GTL DEVICE TO THE LOCATION YOU PURCHASED OR RENTED IT AND YOU WILL RECEIVE A REFUND OF ANY MONEY YOU PAID GTL FOR THE APPLICABLE GTL DEVICE LESS THE COST OF ANY DAMAGE TO THE DEVICE WHILE IN YOUR POSSESSION BEYOND ORDINARY WEAR AND TEAR. IF YOU DO NOT RETURN THE GTL DEVICE WITHIN SEVEN (7) DAYS OF THE PURCHASE OR RENTAL OF YOUR GTL DEVICE, OR, IF THE APPLICABLE GTL OR FACILITY PERSONNEL ARE NOT AVAILABLE TO COLLECT YOUR GTL DEVICE FROM YOU WITHIN THE APPLICABLE SEVEN (7) DAY PERIOD, PROMPTLY FOLLOWING THE TIME THAT THE APPLICABLE GTL OR FACILITY PERSONNEL ARE AVAILABLE TO COLLECT YOUR GTL DEVICE, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT.

Exhibit E

Notice Regarding Dispute Resolution: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS YOU AND WE MAY HAVE AGAINST EACH OTHER ARE RESOLVED (SEE SECTION 13 BELOW), INCLUDING AN AGREEMENT AND OBLIGATION TO ARBITRATE DISPUTES, WHICH WILL, SUBJECT TO LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING ARBITRATION, UNLESS YOU OPT-OUT IN ACCORDANCE WITH SECTION 13(D) OR IF SECTION 13 IS INTENTIONALLY DELETED. UNLESS YOU OPT-OUT OF ARBITRATION OR IF SECTION 13 IS INTENTIONALLY DELETED: (A) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS PART OF ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND TO THE EXTENT PERMITTED BY MINNESOTA LAW, INCLUDING MINN.STAT.§8.06 (B) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS TO THE EXTENT PERMITTED BY MINNESOTA LAW.

THIS AGREEMENT MAY BE AMENDED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 14 BELOW, HOWEVER, ANY CHANGES TO THIS AGREEMENT WILL NOT BE BINDING ON YOU UNLESS YOU AFFIRMATIVELY ASSENT TO THE APPLICABLE CHANGES.

A. TERMS AND CONDITIONS APPLICABLE TO THE GTL SERVICE

1. LICENSE GRANT. The GTL Service is licensed to you and not sold. Subject to the terms of this Agreement, during the term of your incarceration at the Facility, or for any shorter period of time that GTL provides the GTL Service at the Facility, GTL hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the GTL Service on a GTL Device solely for your personal purposes. You acknowledge and agree that the content and services that you purchase through the GTL Service during the period of your incarceration are supplied solely on a subscription basis and, subject to the terms of this Agreement, your right to access and use the GTL Service and the content and services you purchase through the GTL Service will terminate at the time your incarceration at the Facility ends, or at the time that GTL ceases providing the GTL Service at the Facility, if earlier.

2. RESTRICTIONS ON USE. You acknowledge and agree that you will not, and you agree not to enable others to: (a) reproduce the GTL Service; (b) modify, adapt, translate or create any derivative works of the GTL Service; (c) attempt to circumvent or disable the GTL Service or any technology features or measures in the GTL Service including, without limitation, any access controls or copyright protection mechanisms, by any means or in any manner; (d) attempt to decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the GTL Service; (e) distribute, encumber, sell, rent, lease, sublicense, or otherwise transfer, publish or

Exhibit E

disclose to the extent permitted by Minnesota law the GTL Service to any third party; (f) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the GTL Service or used in connection with the GTL Service; (g) use the GTL Service in any manner to aid in the violation of any GTL or third-party intellectual property rights, including without limitation copyrights, trademarks, trade secrets, and patents, or the applicable laws of the jurisdictions in which you are using the GTL Service, including without limitation libel, defamation, obscenity, and privacy-related torts; (h) use the GTL Service for any commercial purpose, or (i) use the GTL Service, in a manner intended to harm or injure yourself or others or in any manner that is in violation of any applicable law or regulation or that violates any rules or policies in effect at the Facility.

3. RESERVATION OF RIGHTS. You acknowledge that the GTL Service is protected by copyrights and other intellectual property and proprietary rights. GTL and its third-party licensors (“**Licensors**”) reserve all of these rights with respect to the GTL Service, except for the license expressly granted to you in Section 1. You acknowledge that, except for the express license granted to you in Section 1, no right, title, interest or license in or to the GTL Service, whether by implication, estoppel or otherwise, is granted, assigned or transferred to you. You agree not to take any action that interferes with or challenges, in any manner, GTL's or its Licensors' rights with respect to the GTL Service.

4. UPDATES; AUTOMATIC FEATURES. You acknowledge that GTL has no obligation to provide you with any Updates (as defined below) to the GTL Service. GTL may, however, from time to time, issue updated versions of the GTL Service and the GTL Service, may automatically connect to GTL or third-party servers via the GTL communication network to check for available updates to the GTL Service, such as bug fixes, patches, upgrades, enhanced functions, plug-ins and new versions (collectively, “**Updates**”), and may update the version of the GTL Service that you are using on the GTL Device. You hereby agree and consent to automatically or manually receive Updates from GTL or third-party servers, and that the terms and conditions of this Agreement shall apply to all of these Updates.

5. MONITORING OF YOUR USE OF THE GTL SERVICE. Your use of the GTL Service and the GTL Device may be monitored, and calls you make through the GTL Service may be monitored and recorded, email you send using the GTL Service may be read, and ports you use to access the GTL Service and content that is streamed or otherwise loaded on the GTL Device through the GTL Service may be monitored, in accordance with the policies and requirements that are applicable at the Facility, or otherwise as necessary for GTL to comply with its obligations to the Facility. We may also collect and use information regarding your use of the GTL Device or the GTL Service to improve GTL products and services and otherwise for any lawful business or law enforcement purposes. By accepting this Agreement you authorize the

Exhibit E

recording, monitoring, viewing, and collection, as applicable, of calls made using the GTL Service, emails sent using the GTL Service, ports used to access the GTL Service, content that is streamed or otherwise loaded to the GTL Device through the GTL Service, and information regarding your use of the GTL Service or the GTL Device, in accordance with the terms of this Agreement, or as otherwise directed by the Facility.

6. THIRD PARTY CONTENT AND SERVICE PROVIDERS. Your use of the GTL Service may allow you to access software or content provided by third parties through the GTL Service (this software and content constituting, "**Third-Party Content**"). You acknowledge that all Third-Party Content is the property of the applicable Third-Party Content owners and may be protected by applicable copyright and other intellectual property rights. You may not use any Third-Party Content in any manner that has not been authorized by this Agreement and the applicable service provider ("**Service Provider**") or Third-Party Content owner. You acknowledge that you may be required to enter into a separate agreement with a Service Provider or Third-Party Content owner, or comply with a Service Provider's terms or conditions of use in order to access or have the right to access and use certain Third-Party Content. You agree to such Service Provider's or Third-Party Content owner's agreements or terms and conditions to the extent permitted by Minnesota law. Any terms that are applicable to Third-Party Content shall be in addition to, and not in lieu of, the terms and conditions of this Agreement and any policies that are applicable at the Facility. It is your responsibility to ensure that accessing, reproducing, displaying or otherwise using Third-Party Content in connection with your use of the GTL Service does not infringe any third-party intellectual property rights.

7. SUPPORT. For questions relating to your use of the GTL Service, or problems you encounter while using the GTL Service, please refer to the Facility's policies and processes on how to ask questions or seek support.

8. MANAGEMENT OF THE GTL SERVICE; SUSPENSION AND TERMINATION. You acknowledge and agree that GTL has the right, but has no obligation, to (a) take appropriate legal action against anyone who, in our sole determination, violates this Agreement, including, without limitation, reporting you to law enforcement authorities subject to Facility policies, (b) without prior notice to you and without limitation, refuse, restrict access to or availability of, or disable all or a portion of the GTL Service, including by remotely locking or restricting access to the GTL Device, as well as removing Software or applications from the GTL Device or the GTL Service, (c) otherwise manage the GTL Service in a manner designed to protect the rights and property of GTL and users of the GTL Service and to facilitate the proper functioning of the GTL Service, and (d) take any action in connection with the GTL Service or the GTL Device as required by the Facility's policies or otherwise directed by the Facility.

Exhibit E

9. RESPONSIBILITY FOR CHARGES INCURRED. You acknowledge and agree that you will be solely responsible for the payment of all undisputed charges that must be paid by the user of the Purchased Device or Rented Device, including charges for the GTL Service or any subscriptions for content.

10. REFUNDS. If GTL terminates your use of the GTL Service, or access to features of the GTL Service, for reasons other than a) your release from the Facility, b) at the Facility's direction, or c) due to your violation of this Agreement or Facility policies, we will provide you with a refund of any fees and charges you have paid and not used in connection with the GTL Service.

11. DISCLAIMER OF WARRANTY

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THE GTL SERVICE AND EACH GTL DEVICE ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GTL AND ITS LICENSORS AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OR LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE , RELIABILITY OR TIMELINESS OF THE GTL SERVICE. GTL DOES NOT WARRANT THAT THE GTL SERVICE WILL MEET YOUR REQUIREMENTS OR BE ERROR-FREE. GTL DOES NOT WARRANT THAT USE OF THE SOFTWARE WILL BE CONTINUOUS OR UNINTERRUPTED AND GTL SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE GTL SERVICE WHILE USING THE GTL DEVICE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE GTL SERVICE REMAINS WITH YOU. YOU UNDERSTAND AND AGREE THAT ANY SOFTWARE, MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE GTL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE GTL DEVICE, INCLUDING ANY LOSS OR CORRUPTION OF DATA.

GTL DOES NOT MAKE ANY REPRESENTATIONS ABOUT AND DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY THIRD-PARTY CONTENT, ANY NON-GTL DEVICE, OR THE ACTIONS OR OMISSIONS OF A SERVICE PROVIDER OR THIRD-PARTY CONTENT OWNER. GTL IS NOT RESPONSIBLE FOR EXAMINING OR EVALUATING THE CONTENT,

Exhibit E

ACCURACY, COMPLETENESS, TIMELINESS, VALIDITY, COPYRIGHT COMPLIANCE, LEGALITY, DECENCY, QUALITY OR ANY OTHER ASPECT OF THIRD PARTY CONTENT. GTL, ITS OFFICERS, AFFILIATES AND SUBSIDIARIES DO NOT WARRANT OR ENDORSE AND DO NOT ASSUME AND WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON FOR ANY THIRD PARTY CONTENT OR WEB SITES, OR FOR ANY OTHER MATERIALS, PRODUCTS, OR SERVICES OF THIRD PARTIES ACCESSED THROUGH THE GTL SERVICE. TO THE EXTENT YOU CHOOSE TO USE OR ACCESS ANY THIRD PARTY CONTENT THROUGH THE GTL SERVICE, YOU DO SO AT YOUR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH ANY APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO APPLICABLE LOCAL LAWS AND PRIVACY AND DATA COLLECTION LAWS.

GTL DOES NOT MAKE ANY REPRESENTATIONS ABOUT AND DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY OF THE ACTIONS OR OMISSIONS OF THE FACILITY OR ANY FACILITY POLICIES. GTL, ITS OFFICERS, AFFILIATES AND SUBSIDIARIES DO NOT WARRANT OR ENDORSE AND DO NOT ASSUME AND WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON FOR ANY ACTS OR OMISSIONS OF THE FACILITY OR ANY FACILITY PERSONNEL, OR FOR ANY MATERIALS, PRODUCTS, OR SERVICES PROVIDED TO YOU BY THE FACILITY OR ANY FACILITY PERSONNEL. YOU HEREBY EXPRESSLY WAIVE YOUR RIGHT TO BRING ANY ACTION OR CLAIM AGAINST GTL, TO THE EXTENT PERMITTED BY MINNESOTA LAW, INCLUDING MINN.STAT.§8.06 FOR:

(A) IN CONNECTION WITH ANY ACT OR OMISSION BY THE FACILITY OR ANY FACILITY PERSONNEL, (B) RELATING TO ANY FACILITY POLICIES, OR (C) IN CONNECTION WITH ANY ACT OR OMISSION BY GTL WHICH IS TAKEN, OR WHICH GTL FAILS TO TAKE, AT THE DIRECTION OF THE FACILITY OR IN ORDER TO COMPLY WITH ANY FACILITY POLICIES.

12. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GTL OR ITS LICENSORS OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, COMPUTER SYSTEM FAILURE, MALFUNCTION OR OTHER PECUNIARY LOSS RELATING TO OR ARISING OUT OF THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE GTL SERVICE, ANY THIRD PARTY CONTENT, OR ANY GTL DEVICE, EVEN IF GTL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

Exhibit E

DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL GTL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE GTL SERVICE OR ANY GTL DEVICE EXCEED THE AMOUNT YOU PAID GTL FOR THE GTL SERVICE DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING YOUR CLAIM, OR FOR THE GTL DEVICE EXCEPT FOR GTL'S UNAUTHORIZED DISCLOSURE OF YOUR CONFIDENTIAL INFORMATION PROTECTED FROM DISCLOSURE UNDER APPLICABLE MINNESOTA OR FEDERAL LAWS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

GTL IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISING OUT OF OR RELATED TO YOUR USE OF THE GTL SERVICE. GTL IS NOT RESPONSIBLE OR LIABLE FOR, NOR DOES IT OTHERWISE GUARANTEE, THE SAFETY, EFFICACY OR USE OF THE GTL SERVICE OR GTL DEVICES OR ANY ACCESSORIES USED IN CONNECTION WITH THE GTL SERVICE OR GTL DEVICES. GTL IS NOT RESPONSIBLE OR LIABLE FOR ANY PHYSICAL HARM OR OTHER INJURY, WHETHER FORESEEN OR UNFORESEEN, THAT ARISES FROM OR RELATES TO THE USE OF THE GTL SERVICE OR ANY GTL DEVICE EXCEPT IF SUCH PHYSICAL HARM OR INJURY IS CAUSED BY GTL'S NEGLIGENCE.

13. DISPUTE RESOLUTION (PLEASE READ THIS PROVISION CAREFULLY; IT AFFECTS YOUR LEGAL RIGHTS) INTENTIONALLY DELETED

- a. The parties understand that, they would have the right to sue in court and have a jury trial.
- b. Both parties agree that You have not agreed to a Class Action Waiver.
- c. **Exception - Litigation of Small Claims Court Claims.** Either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.
- d. **Thirty Day Right to Opt Out.**

14. AMENDMENTS. This Agreement may be amended by GTL from time to time by mutual written agreement of both parties, signed by authorized signatures of both parties. We will notify you of material changes to this Agreement. You will be

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required to affirmatively accept the modified Agreement agreed to by both parties the first time you log on to your GTL Device following the effective date of the applicable changes. If you do not agree to the modified Agreement you must cancel the GTL Service by returning the GTL Device to the location at the Facility designated for support and maintenance of the GTL Device no later than thirty (30) days following the date you first logged in to the GTL Device after the date the modified Agreement becomes effective, or, if the applicable GTL or Facility personnel are not available to collect your GTL Device from you within the applicable thirty (30) day period, promptly following the time that the applicable GTL or Facility personnel are available to collect your GTL Device. If you choose to cancel the GTL Service, you will not be bound by the terms of the modified Agreement, and will be entitled to a pro rata refund for the period following the date of termination of (a) any fees that you have paid in connection with the GTL Service, and (b) as applicable, any fees you have paid in connection with renting a Rented Device. If you cancel the GTL Service and you have purchased a Purchased Device, then you may elect to either (i) receive a refund for the purchase price of your Purchased Device, depreciated on a straight line basis over a two (2) year life and for any damage to the device beyond ordinary wear and tear, or (ii) have the Facility store your Purchased Device, in accordance with the Facility's policies for the storage of personal possessions of inmates, until the time of your release from the Facility. Any Purchased Device that is stored by the Facility pursuant to this Section 14 will be restored to the base operating system, and all content of the device (except for the base operating system), or an equivalent device, including any content you subscribed to in connection with the GTL Service, will be deleted and no longer available to you. You must be in compliance with this Agreement and your Purchased Device must be in normal working order to allow restoration of the base operating system. You may be charged a fee of up to twenty five dollars (\$25) to have the base operating system restored. You may also be responsible for shipping and handling costs. The base operating system will be governed by terms and conditions that are in accordance with industry standards.

15. NO MODIFICATIONS. This Agreement may only be modified in accordance with the terms of Section 14. Employees of GTL or anyone purporting to act on our behalf are not authorized to modify this Agreement, either verbally or in writing. If any employee of GTL offers to modify this Agreement, he or she is not acting as an agent for GTL or speaking on our behalf. You may not rely, and should not act in reliance on, any statement or communication from an unauthorized employee of GTL or anyone else purporting to act on our behalf.

16. NO THIRD PARTY BENEFICIARIES. This Agreement is between you and GTL. There are no third party beneficiaries.

17. INDEPENDENT CONTRACTORS. No agency, partnership, joint venture, or employment arrangement is created as a result of this Agreement and you do not have any authority of any kind to bind GTL in any respect whatsoever.

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18. NON-WAIVER. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

19. FORCE MAJEURE. GTL shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond GTL's reasonable control, including, without limitation, any mechanical, electronic or communications failure or degradation.

20. SEVERABILITY. If any provision of this Agreement (other than the class action waiver in Section 13) is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

21. ASSIGNMENT. This Agreement is not assignable, transferable or sublicensable by you except with our prior written consent. We may transfer, assign or delegate this Agreement and our related rights and obligations without obtaining your consent to the extent such transfer, assignment or delegation is agreed to in writing by You.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings except for written understandings agreed to by both parties.

B. ADDITIONAL TERMS APPLICABLE TO GTL DEVICES

You acknowledge and agree that you will not, and you agree not to enable others to: (1) attempt to circumvent or disable any technology features or measures in the GTL Device including, without limitation, any access controls or copyright protection mechanisms, by any means or in any manner; (2) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the GTL Device or used in connection with a GTL Device; (3) use the GTL Device in any manner to aid in the violation of any third-party intellectual property rights, including without limitation copyrights, trademarks, trade secrets, and patents, or the applicable laws of the jurisdictions in which you are using the GTL Device; (4) use the GTL Device for any commercial purpose, or (5) use the GTL Device in a manner intended to harm or injure yourself or others or in any manner that is in violation of any applicable law or regulation or that violates any rules or policies in effect at the Facility.

YOU HEREBY AFFIRM AND UNDERSTAND THAT THE GTL DEVICE, AND PARTS THEREOF, COULD BE MODIFIED, ADULTERATED, OR OTHERWISE IMPROPERLY USED. YOU AGREE TO USE THE GTL DEVICE AT YOUR OWN RISK AND HEREBY RELEASE GTL AND ITS AFFILIATES, AND THEIR REPRESENTATIVES FROM ANY AND ALL LIABILITY RESULTING FROM ANY UNINTENDED, IMPROPER OR ILLEGAL USE OF THE GTL DEVICE TO THE EXTENT PERMITTED BY

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MINNESOTA LAW. KEEP CORD AWAY FROM THOSE WHO PRESENT RISKS TO THEMSELVES OR OTHERS.

1. PURCHASED DEVICES

a. LIMITED PRODUCT WARRANTY FOR PURCHASED DEVICES. GTL warrants to the original purchaser of the Purchased Device, that the Purchased Device shall be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of activation of your Purchased Device (the "Warranty Period"). A Purchased Device will be deemed activated the first time you log in to your Purchased Device.

b. EXCEPTIONS TO LIMITED WARRANTY FOR PURCHASED DEVICES.

i. GTL does not warrant that the operation of your Purchased Device will be uninterrupted or error-free. GTL is not responsible for damage arising from failure to follow instructions relating to the Purchased Device's use or using the Purchased Device other than for its intended purpose.

ii. This Limited Warranty only applies to your Purchased Device and does not cover the GTL Service that is provided through the Purchased Device.

iii. This Limited Warranty is expressly conditioned upon proper use of the Purchased Device. This Limited Warranty does not cover: (A) defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical or electromechanical stress; (B) scratches, dents and cosmetic damage, unless caused by GTL or the product manufacturer; (C) defects or damage resulting from excessive force or use of a metallic object when pressing on a touch screen; (D) equipment that has the serial number or the enhancement data code removed, defaced, damaged, altered or made illegible; (E) ordinary wear and tear; (F) defects or damage resulting from the use of the Purchased Device in conjunction or connection with accessories, products, or ancillary/peripheral equipment not furnished or approved by GTL; (G) defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not furnished or approved by GTL; (H) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source; or (I) defects or damage resulting from Wi-Fi signal reception or transmission, or viruses or other software problems introduced into the Purchased Device. This Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does not cover any battery if (1) the battery has been charged by a battery charger not specified or approved by GTL for charging the battery; (2) any of the seals on the battery are broken or show evidence of tampering; or (3) the battery has been used in equipment other than the Purchased Device for which it is specified.

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c. REMEDIES FOR PURCHASED DEVICE DEFECTS. If a hardware defect arises in connection with your Purchased Device and a valid claim is received by GTL within the Warranty Period, GTL will, at its option and to the extent permitted by law, either (i) repair the Purchased Device at no charge, using new or refurbished replacement parts or (ii) replace the Purchased Device with a new or refurbished Purchased Device. In the event of a defect, to the extent permitted by law, these are your sole and exclusive remedies. Shipping and handling charges may apply except where prohibited by applicable law and agreed to in advance by you. This Limited Warranty is valid only in the jurisdictions where the Purchased Device is sold by GTL itself or through its authorized reseller or agent, and is valid to the extent permitted by the applicable laws of such jurisdictions. Any replacement hardware product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, or for any additional period of time that may be required in your jurisdiction. Except to any extent expressly allowed by applicable law, transfer or assignment of this Limited Warranty is prohibited.

d. HOW TO OBTAIN WARRANTY SERVICE FOR PURCHASED DEVICES. To obtain warranty service, you must deliver the Purchased Device to an employee or representative at the Facility who is designated to facilitate and service the GTL Devices. If GTL determines that any warranty claim is not covered by this Limited Warranty, GTL will return the applicable Purchased Device to the Facility to process in accordance with the Facility's policies regarding inmate property, subject to your payment of applicable shipping costs.

e. LIMITATIONS ON GTL'S LIABILITY RELATING TO PURCHASED DEVICES

i. THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF GTL'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING YOUR PURCHASED DEVICE. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL GTL BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF YOUR PURCHASED DEVICE EXCEPT FOR GTL'S NEGLIGENCE OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE YOUR PURCHASED DEVICE.

ii. GTL MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF

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ANY THIRD-PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH YOUR PURCHASED DEVICE, OR THE ABILITY TO INTEGRATE ANY THIRD-PARTY SOFTWARE OR EQUIPMENT WITH YOUR PURCHASED DEVICE, WHETHER THE APPLICABLE THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PURCHASED DEVICE OR OTHERWISE. RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE USER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF THE APPLICABLE THIRD-PARTY SOFTWARE OR EQUIPMENT.

Nothing in the Purchased Device instructions or information shall be construed to create an express warranty of any kind with respect to your Purchased Device. No agent, employee or representative is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of GTL regarding the Purchased Device or this Limited Warranty.

f. PROCEDURE UPON TERMINATION OF GTL SERVICE AT THE FACILITY OR YOUR RELEASE FROM THE FACILITY. Upon, or immediately prior to, your release or transfer from the Facility, or at the time that GTL ceases providing the GTL Service at the Facility, if sooner, you will be required to return your Purchased Device to Facility personnel and your Purchased Device (or an equivalent device) will be restored to the base operating system, provided also that you must be in compliance with this Agreement and your Purchased Device must be in normal working order to allow restoration of the base operating system. You may be charged a fee of up to twenty five dollars (\$25) to have the base operating system restored. You may also be responsible for shipping and handling costs for an amount agreed to in advance by you. All content of the device (except for the base operating system), including any content you subscribed to in connection with the GTL Service will be deleted and no longer available to you. The base operating system will be governed by terms and conditions that are in accordance with industry standards. You should consult with Facility personnel on the process for retrieving your Purchased Device following the implementation of these adjustments.

YOU ACKNOWLEDGE AND AGREE THAT THE FACILITY, AND NOT GTL, WILL BE RESPONSIBLE FOR DETERMINING WHETHER YOUR PURCHASED DEVICE WILL BE RETURNED TO YOU FOLLOWING YOUR RELEASE OR TRANSFER FROM THE FACILITY, OR FOLLOWING THE TIME THAT GTL CEASES PROVIDING THE GTL SERVICE AT THE FACILITY. THERE IS A RISK THAT YOUR PURCHASED DEVICE WILL NOT BE RETURNED TO YOU BY THE

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FACILITY. However, If GTL ceases to provide the GTL Service at the Facility within ninety (90) days of the date on which you purchase your Purchased Device, you will be entitled to a refund of any fees that you have paid in connection with your Purchased Device (if you return your GTL Device and subject to any charges for any damage to the GTL Device beyond ordinary wear and tear while in your possession).

2. ADDITIONAL TERMS APPLICABLE TO RENTED DEVICES

a. SUPPORT OF RENTED DEVICES. For questions relating to your use of the Rented Device, or problems you encounter while using the Rented Device, please refer to the Facility's policies and processes on how to ask questions or seek support. All support and maintenance requests will be addressed in accordance with the agreement between GTL and the Facility regarding the Rented Device, and GTL shall have no obligation to you with respect to any support or maintenance requests.

b. INTENTIONAL DAMAGE. YOU ACKNOWLEDGE AND AGREE THAT THE RENTED DEVICE HAS A MATERIAL VALUE AND ANY INTENTIONAL DAMAGE TO A RENTED DEVICE MAY CONSTITUTE CRIMINAL VANDALISM THAT CAN BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

c. MAINTENANCE AND OPERATION. You shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Rented Device, and shall ensure that the Rented Device is not subjected to moisture of any kind; or careless, unusually or needlessly rough usage; and you shall maintain the Rented Device in good repair and in operative condition. Furthermore, you shall not use accessories, products, or ancillary/peripheral equipment in connection or conjunction with the GTL Device that are not furnished or approved by GTL.

d. DISCLAIMER OF WARRANTIES FOR RENTED DEVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GTL AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH THE RENTED DEVICES.

e. RETURN OF RENTED DEVICES UPON TERMINATION OR RELEASE. Upon, or immediately prior to, your release or transfer from the Facility, at the time that GTL ceases providing the GTL Service at the Facility, if sooner, or as directed by the Facility, your right to use your Rented Device will terminate, and you will be required to return your Rented Device to Facility personnel.

ESPAÑOL

Acuerdo de Licencia de Usuario Final de Global Tel*Link Corporation

El presente Acuerdo de Licencia de Usuario Final (el presente "Acuerdo") constituye un contrato legal entre usted ("usted") y Global Tel*Link Corporation, sus compañías subsidiarias y afiliadas, tal como sea el caso (de forma colectiva, "GTL"). El presente Acuerdo rige su uso del software y documentación de Internet o electrónica asociada publicada, distribuida o puesta en disponibilidad de otra manera por GTL (este software y documentación, y toda actualización aplicable proporcionada por GTL, que constituye el "Software"), y los servicios de comunicaciones de voz y datos de GTL que le proporciona GTL (estos servicios de comunicaciones de voz y datos, junto con el Software, constituyen el "Servicio de GTL"), a través de un dispositivo de tableta móvil de GTL (cada uno de ellos, incluyendo todo accesorio relacionado con el dispositivo o proporcionado en relación con el dispositivo, un "Dispositivo de GTL") que usted compra (cada uno de ellos, un "Dispositivo Comprado") o que usted alquila o que se le entrega en préstamo (cada uno de ellos, un "Dispositivo Alquilado"). Todo contenido o servicio que usted compra o al que accede en relación con su uso de un Dispositivo de GTL o el Servicio de GTL puede estar sujeto a términos y condiciones adicionales proporcionados por GTL o el proveedor del contenido o servicios aplicable. De forma adicional, su uso del Servicio de GTL o de un Dispositivo de GTL puede estar sujeto a restricciones adicionales impuestas por el centro correccional en el que usted está detenido, tal como se lo suministra dicho centro correccional (el "Centro").

AL HACER CLIC EN EL BOTÓN "ACEPTAR" A CONTINUACIÓN, USTED ACEPTA QUEDAR OBLIGADO POR LOS TÉRMINOS DEL PRESENTE ACUERDO. SI USTED NO ACEPTA EL PRESENTE ACUERDO, LE PEDIMOS QUE DEVUELVA EL DISPOSITIVO DE GTL AL LUGAR EN EL QUE LO COMPRÓ O ALQUILÓ Y RECIBIRÁ UN REEMBOLSO DE TODO DINERO QUE HAYA PAGADO A GTL POR EL DISPOSITIVO DE GTL APLICABLE, MENOS EL COSTO DE TODO DAÑO AL MISMO MIENTRAS ESTUVO EN SU POSESIÓN, MÁS ALLÁ DEL DESGASTE NORMAL. SI NO DEVUELVE EL DISPOSITIVO DE GTL EN UN PLAZO DE SIETE (7) DÍAS DE LA COMPRA O ALQUILER DEL MISMO, O SI EL PERSONAL CORRESPONDIENTE DE GTL O DEL CENTRO NO ESTÁ DISPONIBLE PARA RECIBIR SU DISPOSITIVO DE GTL DENTRO DEL PLAZO CORRESPONDIENTE DE SIETE (7) DÍAS, INMEDIATAMENTE DESPUÉS DEL MOMENTO EN EL QUE EL PERSONAL CORRESPONDIENTE DE GTL O DEL CENTRO ESTÁ DISPONIBLE PARA RECIBIR SU

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DISPOSITIVO DE GTL, USTED ACEPTA QUEDAR OBLIGADO POR EL PRESENTE ACUERDO.

Aviso sobre resolución de disputas: EL PRESENTE ACUERDO INCLUYE DISPOSICIONES QUE RIGEN LA MANERA EN QUE SE RESUELVEN LOS RECLAMOS QUE USTED Y NOSOTROS PODAMOS TENER EL UNO CONTRA EL OTRO (CONSULTE LA SECCIÓN 13 A CONTINUACIÓN), INCLUYENDO UN ACUERDO Y OBLIGACIÓN DE SOMETER LAS DISPUTAS A ARBITRAJE, LO QUE, CON EXCEPCIONES LIMITADAS, LO OBLIGARÁ A USTED A PRESENTAR LOS RECLAMOS QUE TENGA CONTRA NOSOTROS A ARBITRAJE VINCULANTE, A MENOS QUE SE EXCLUYA DE CONFORMIDAD CON LA SECCIÓN 13(D). A MENOS QUE SE EXCLUYA DEL ARBITRAJE: (A) SÓLO SE LE PERMITIRÁ PRESENTAR RECLAMOS EN NUESTRA CONTRA DE FORMA INDIVIDUAL, NO COMO PARTE DE NINGUNA DEMANDA O PROCEDIMIENTO COLECTIVO O REPRESENTATIVO, Y (B) SÓLO SE LE PERMITIRÁ OBTENER COMPENSACIÓN (INCLUYENDO COMPENSACIÓN MONETARIA, MEDIDAS CAUTELARES Y REPARACIÓN DECLARATORIA) EN FORMA INDIVIDUAL.

EL PRESENTE ACUERDO PODRÁ SER ENMENDADO PERIÓDICAMENTE DE CONFORMIDAD CON LA SECCIÓN 14 MÁS ABAJO; SIN EMBARGO, LOS CAMBIOS AL PRESENTE ACUERDO SERÁN VINCULANTES ÚNICAMENTE SI USTED DA SU CONSENTIMIENTO AFIRMATIVO A LOS CAMBIOS APLICABLES.

A. TÉRMINOS Y CONDICIONES APLICABLES AL SERVICIO DE GTL

1. OTORGAMIENTO DE LICENCIA. Usted recibe el Servicio de GTL como una licencia y no como una venta. Sujeto a los términos del presente Acuerdo, durante el plazo de su reclusión en el Centro, o durante todo período más reducido durante el cual GTL proporciona el Servicio de GTL en el Centro, por el presente GTL le otorga una licencia personal, no exclusiva, no transferible, que no se puede entregar a un tercero como sublicencia, y revocable para utilizar el Servicio de GTL en un Dispositivo de GTL exclusivamente para fines personales. Usted reconoce y acuerda que el contenido y los servicios que usted compra a través del Servicio de GTL durante el período de su reclusión son suministrados exclusivamente en base a una suscripción y, sujeto a los términos del presente acuerdo, su derecho a acceder y utilizar el Servicio de GTL y el contenido y servicios que usted compra a través del Servicio de GTL terminará en el momento en que termine su reclusión en el Centro o el momento en el que GTL deje de proporcionar el Servicio de GTL en el Centro, si tiene lugar antes.

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2. RESTRICCIONES DE USO. Usted reconoce y acuerda que no hará lo siguiente y no permitirá que otros lo hagan: (a) reproducir el Servicio de GTL; (b) modificar, adaptar, traducir o crear toda obra derivada del Servicio de GTL; (c) intentar evadir o desactivar el Servicio de GTL o toda característica o medida tecnológica en el mismo, incluyendo, de forma enunciativa y no limitativa, todo acceso a controles o mecanismos de protección de derechos de autor, de ninguna forma ni manera; (d) intentar descompilar, desensamblar, practicar ingeniería inversa o intentar de otra manera derivar el código fuente del Servicio de GTL; (e) distribuir, gravar, vender, alquilar, arrendar, entregar en sublicencia o transferir, publicar o divulgar de otra manera el Servicio de GTL a ningún tercero; (f) retirar o alterar toda marca registrada, logotipo, derecho de autor u otro aviso, leyenda, símbolo o etiqueta propietaria incluida en el Servicio de GTL o utilizada en relación con el mismo; (g) utilizar el Servicio de GTL de ninguna manera que contribuya a la infracción de todo derecho de propiedad intelectual de GTL o terceros, incluyendo, de forma enunciativa y no limitativa, derechos de autor, marcas registradas, secretos comerciales, y patentes o las leyes aplicables de las jurisdicciones en las que usted utiliza el Servicio de GTL, incluyendo, de forma enunciativa y no limitativa, difamación, obscenidades, y responsabilidad extracontractual relacionada con la privacidad; (h) utilizar el Servicio de GTL para todo fin comercial, o (i) utilizar el Servicio de GTL con la intención de causar daños o lesiones a su persona o a otros, de cualquier manera que constituya una infracción de toda ley o regulación aplicable o que infringe toda norma o política en vigencia en el Centro.

3. RESERVA DE DERECHOS. Usted reconoce que el Servicio de GTL está protegido por derechos de autor y otros derechos de propiedad y de propiedad intelectual. GTL y sus terceros licenciadores (los "Licenciadores") se reservan todos estos derechos en relación con el Servicio de GTL, a excepción de la licencia que se le otorga expresamente en la Sección 1. Usted reconoce que, a excepción de la licencia que se le otorga expresamente en la Sección 1, no se le otorgó, cedió o transfirió ningún derecho, título, participación o licencia sobre el Servicio de GTL, ya sea por implicación, impedimento o de otra manera. Usted acepta que no tomará ninguna medida que interfiera u objete de ninguna manera los derechos de GTL o de sus Licenciadores en relación con el Servicio de GTL.

4. ACTUALIZACIONES; CARACTERÍSTICAS AUTOMÁTICAS. Usted reconoce que GTL no tiene ninguna obligación de proporcionarle ninguna Actualización (tal como se define más abajo) del Servicio de GTL. Sin embargo, GTL podrá periódicamente emitir versiones actualizadas del Servicio de GTL, y el mismo podrá conectarse automáticamente a servidores de GTL o de terceros mediante la red de comunicaciones de GTL para verificar si están disponibles actualizaciones del Servicio de GTL, tales como correcciones de errores (bugs), parches, mejoras,

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mejoras funcionales, "plug-ins" y nuevas versiones (de forma colectiva, "Actualizaciones"), y podrá actualizar la versión del Servicio de GTL que está utilizando en el Dispositivo de GTL. Por el presente, usted acepta y da su consentimiento a recibir Actualizaciones de forma automática o manual de servidores de GTL o de terceros, y que los términos y condiciones del presente Acuerdo cubrirán a todas dichas Actualizaciones.

5. MONITOREO DE SU USO DEL SERVICIO DE GTL. Su uso del Servicio de GTL y del Dispositivo de GTL puede estar sujeto a monitoreo, y las llamadas que haga a través del Servicio de GTL pueden estar sujetas a monitoreo y grabación, los mensajes de correo electrónico que envía mediante el uso del Servicio de GTL pueden ser leídos, y los puertos que utiliza para acceder al Servicio de GTL y el contenido que es transmitido o cargado de otra manera en el Dispositivo de GTL a través del Servicio de GTL pueden estar sujetos a monitoreo de conformidad con las políticas y requisitos que son aplicables en el Centro, o de otra manera tal como sea necesario para que GTL cumpla con sus obligaciones en el Centro. De forma adicional, es posible que recopilemos y utilicemos información sobre su uso del Dispositivo de GTL o de los Servicio de GTL para mejorar los productos y servicios de GTL y para toda actividad comercial legal o para fines de hacer cumplir las leyes. Al aceptar el presente Acuerdo, usted autoriza la grabación, monitoreo, acceso y recopilación, como corresponda, de llamadas hechas utilizando el Servicio de GTL, mensajes de correo electrónico enviados utilizando el Servicio de GTL, puertos utilizados para acceder al Servicio de GTL, contenido transmitido o cargado de otra manera al Dispositivo de GTL a través del Servicio de GTL, e información sobre su uso del Servicio de GTL o el Dispositivo de GTL, de conformidad con los términos del presente Acuerdo o como lo determine de otra manera el Centro.

6. CONTENIDO DE TERCEROS Y PROVEEDORES DE SERVICIOS. Su uso del Servicio de GTL puede permitirle acceso a software o contenidos proporcionados por terceros a través del Servicio de GTL (este software y contenido constituye el "Contenido de Terceros"). Usted reconoce que todo Contenido de Terceros es propiedad de los propietarios correspondientes del Contenido de Terceros y que puede estar protegido por derechos de autor y otros derechos de propiedad intelectual aplicables. Usted no puede utilizar ningún Contenido de Terceros de ninguna manera que no haya sido autorizada por el presente Acuerdo y el proveedor de servicios aplicable (el "Proveedor de Servicios") o el propietario del Contenido de Terceros. Usted reconoce que es posible que deba suscribir un acuerdo por separado con el Proveedor del Servicios o con el propietario del Contenido de Terceros, o cumplir con los términos o condiciones de uso del Proveedor de Servicios para acceder o tener derecho a acceder y utilizar cierto Contenido de Terceros. Todo término que corresponde a Contenido de Terceros será adicional y no en lugar de los términos y

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condiciones del presente Acuerdo y toda política que es aplicable al Centro. Es su responsabilidad asegurarse de que el acceso, reproducción, despliegue o uso de otra manera de Contenido de Terceros en relación con su uso del Servicio de GTL no infringe ningún derecho de propiedad intelectual de terceros.

7. SOPORTE. Si tiene alguna pregunta sobre su uso del Servicio de GTL o tiene algún problema mientras usa el Servicio de GTL, consulte las políticas y procesos del Centro sobre cómo hacer preguntas o solicitar soporte.

8. MANEJO DEL SERVICIO DE GTL; SUSPENSIÓN Y

TERMINACIÓN. Usted reconoce y acuerda que GTL tiene derecho, pero no la obligación, de (a) tomar las medidas legales adecuadas en contra de toda persona que, a nuestra exclusiva determinación, incumple el presente Acuerdo, incluyendo, de forma enunciativa y no limitativa, denunciarlo a usted ante las fuerzas del orden, (b) sin otorgarle aviso previo y sin límite, denegar, restringir el acceso o la disponibilidad, o desactivar todo o una parte del Servicio de GTL, incluyendo el bloqueo o restricción remota al Dispositivo de GTL, así como también la remoción de Software o aplicaciones del Dispositivo de GTL o del Servicio de GTL, (c) manejar el servicio de GTL de otra manera diseñada para proteger los derechos y propiedad de GTL y los usuarios del Servicio de GTL y facilitar el funcionamiento adecuado del Servicio de GTL, y (d) tomar toda medida en relación con el Servicio de GTL o el Dispositivo de GTL que exijan las políticas del Centro o que ordene el Centro.

9. RESPONSABILIDAD POR CARGOS INCURRIDOS. Usted reconoce y acuerda que será el único responsable del pago de todos los cargos que deben ser pagados por el usuario del Dispositivo Comprado o del Dispositivo Alquilado, incluyendo los cargos del Servicio de GTL o toda suscripción de contenido.

10. REEMBOLSOS. Si GTL da por terminado su uso del Servicio de GTL o el acceso a características del Servicio de GTL por motivos más allá de a) su liberación del Centro, b) por instrucciones del Centro, o c) debido a su incumplimiento del presente Acuerdo o las políticas del Centro, le entregaremos un reembolso de todo honorario o cargo que haya pagado y no utilizado en relación con el Servicio de GTL.

11. EXCLUSIÓN DE GARANTÍAS

SALVO QUE SE ESTABLEZCA LO CONTRARIO EN EL PRESENTE ACUERDO, EL SERVICIO DE GTL Y CADA DISPOSITIVO DE GTL SON PROPORCIONADOS A USTED EN EL ESTADO EN QUE SE ENCUENTRAN, SIN NINGUNA GARANTÍA DE NINGÚN TIPO. AL MÁXIMO PERMITIDO POR LA LEY APLICABLE, GTL Y SUS LICENCIADORES Y SUS RESPECTIVAS COMPAÑÍAS AFILIADAS EXCLUYEN TODA GARANTÍA EXPRESA O

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IMPLÍCITA, INCLUYENDO, DE FORMA ENUNCIATIVA Y NO LIMITATIVA, TODA GARANTÍA IMPLÍCITA DE COMERCIALIZACIÓN, IDONEIDAD PARA UN FIN DETERMINADO Y NO INFRACCIÓN DE LOS DERECHOS DE PROPIEDAD INTELECTUAL DE TERCEROS Ó AUSENCIA DE VIRUS, Y TODA GARANTÍA SOBRE LA SEGURIDAD, CONFIABILIDAD U OPORTUNIDAD DEL SERVICIO DE GTL. GTL NO GARANTIZA QUE EL SERVICIO DE GTL CUMPLIRÁ CON SUS REQUERIMIENTOS O QUE ESTARÁ LIBRE DE ERRORES. GTL NO GARANTIZA QUE EL USO DEL SOFTWARE SERÁ CONTINUO O SIN INTERRUPCIONES, Y GTL NO SERÁ RESPONSABLE DE NINGUNA INTERRUPCIÓN O CESE DE TRANSMISIÓN DESDE O HACIA EL SERVICIO DE GTL MIENTRAS SE USA EL DISPOSITIVO DE GTL. TODO EL RIESGO QUE SURGE DEL USO O DESEMPEÑO DEL SERVICIO DE GTL LE CORRESPONDE A USTED. USTED COMPRENDE Y ACUERDA QUE TODO SOFTWARE, MATERIAL O DATO DESCARGADO U OBTENIDO DE OTRA MANERA A TRAVÉS DEL USO DEL SERVICIO DE GTL SE LLEVA A CABO A SU PROPIA DISCRECIÓN Y RIESGO, Y QUE USTED SERÁ EL ÚNICO RESPONSABLE DE TODO DAÑO AL DISPOSITIVO DE GTL, INCLUYENDO TODA PÉRDIDA O CORRUPCIÓN DE DATOS.

GTL NO HACE NINGUNA DECLARACIÓN Y EXCLUYE TODA GARANTÍA EN RELACIÓN CON TODO CONTENIDO DE TERCEROS, TODO DISPOSITIVO QUE NO ES DE GTL O LAS ACCIONES U OMISIONES DE UN PROVEEDOR DE SERVICIOS O PROPIETARIO DE CONTENIDO DE TERCEROS. GTL NO ES RESPONSABLE DE EXAMINAR O EVALUAR EL CONTENIDO, EXACTITUD, INTEGRIDAD, OPORTUNIDAD, VALIDEZ, CUMPLIMIENTO DE DERECHOS DE AUTOR, LEGALIDAD, DECENCIA, CALIDAD NI NINGÚN OTRO ASPECTO DEL CONTENIDO DE TERCEROS. GTL, SUS FUNCIONARIOS, COMPAÑÍAS AFILIADAS Y SUBSIDIARIAS, NO GARANTIZAN NI AVALAN Y NO ASUMEN NI TENDRÁN NINGUNA RESPONSABILIDAD ANTE USTED NI NINGUNA OTRA PERSONA POR CONTENIDO O SITIOS WEB DE TERCEROS, O POR TODO OTRO MATERIAL, PRODUCTO O SERVICIO DE TERCEROS AL QUE SE ACCEDIÓ A TRAVÉS DEL SERVICIO DE GTL. EN LA MEDIDA EN QUE USTED DECIDE UTILIZAR O ACCEDER A TODO CONTENIDO DE TERCEROS A TRAVÉS DEL SERVICIO DE GTL, LO HACE A SU PROPIA INICIATIVA Y ES RESPONSABLE DE CUMPLIR CON TODAS LAS LEYES CORRESPONDIENTES, INCLUYENDO DE FORMA ENUNCIATIVA Y NO LIMITATIVA, LEYES LOCALES CORRESPONDIENTES, Y LEYES DE PRIVACIDAD Y SOBRE LA RECOPIACIÓN DE DATOS.

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GTL NO HACE NINGUNA DECLARACIÓN Y EXCLUYE TODA GARANTÍA EN RELACIÓN CON TODAS LAS ACCIONES Y OMISIONES DEL CENTRO O TODA POLÍTICA DEL CENTRO. GTL, SUS FUNCIONARIOS, COMPAÑÍAS AFILIADAS Y SUBSIDIARIAS, NO GARANTIZAN NI AVALAN, Y NO ASUMEN NI TENDRÁN NINGUNA RESPONSABILIDAD ANTE USTED NI NINGUNA OTRA PERSONA POR TODA ACCIÓN U OMISIÓN DEL CENTRO O PERSONAL DEL CENTRO, O POR TODO MATERIAL, PRODUCTO O SERVICIO PROPORCIONADO A USTED POR EL CENTRO O PERSONAL DEL CENTRO. POR EL PRESENTE, USTED RENUNCIA EXPRESAMENTE A SU DERECHO A PRESENTAR TODA ACCIÓN O RECLAMO CONTRA GTL (A) EN RELACIÓN CON TODA ACCIÓN U OMISIÓN DEL CENTRO O DEL PERSONAL DEL CENTRO, (B) EN RELACIÓN CON TODA POLÍTICA DEL CENTRO, O (C) EN RELACIÓN CON TODA ACCIÓN U OMISIÓN DE GTL QUE SE LLEVA A CABO, O QUE GTL NO LLEVA A CABO, DEBIDO A INSTRUCCIONES DEL CENTRO O PARA CUMPLIR CON TODA POLÍTICA DEL CENTRO

12. LIMITACIÓN DE RESPONSABILIDAD

AL MÁXIMO PERMITIDO POR LA LEY APLICABLE, EN NINGÚN CASO SERÁN GTL O SUS LICENCIADORES, O SUS RESPECTIVAS COMPAÑÍAS AFILIADAS RESPONSABLES POR TODO DAÑO EMERGENTE, INCIDENTAL, INDIRECTO, ESPECIAL, PUNITIVO O DE OTRO TIPO, INCLUYENDO, DE FORMA ENUNCIATIVA Y NO LIMITATIVA, DAÑOS POR LUCRO CESANTE, INTERRUPCIÓN DE NEGOCIOS, PÉRDIDA DE DATOS, FALLA DEL SISTEMA DE COMPUTACIÓN, FUNCIONAMIENTO DEFECTUOSO, U OTRA PÉRDIDA PECUNIARIA RELACIONADA O QUE SURJA DEL PRESENTE ACUERDO, EL USO O INCAPACIDAD DE USAR EL SERVICIO DE GTL, Y TODO CONTENIDO DE TERCEROS, O TODO DISPOSITIVO DE GTL, AUN SI GTL FUE INFORMADO SOBRE LA POSIBILIDAD DE DICHOS DAÑOS. DEBIDO A QUE ALGUNAS JURISDICCIONES NO PERMITEN LA EXCLUSIÓN O LIMITACIÓN DE RESPONSABILIDAD POR DAÑOS EMERGENTES O INCIDENTALES, ES POSIBLE QUE LA LIMITACIÓN ANTERIOR NO LO CUBRA A USTED. EN NINGÚN CASO LA RESPONSABILIDAD TOTAL DE GTL ANTE USTED POR TODO DAÑO EN RELACIÓN CON EL PRESENTE ACUERDO, EL SERVICIO DE GTL, O TODO DISPOSITIVO DE GTL SUPERARÁ EL MONTO QUE USTED PAGÓ A GTL POR EL SERVICIO DE GTL DURANTE EL PERÍODO DE DOCE MESES INMEDIATAMENTE ANTERIOR A SU RECLAMO, O POR EL DISPOSITIVO DE GTL. LAS LIMITACIONES, EXCLUSIONES Y EXENCIONES DE RESPONSABILIDAD ANTERIORES APLICARÁN AL MÁXIMO PERMITIDO POR LA LEY

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APLICABLE, AUN SI ALGÚN RECURSO NO CUMPLE CON SU FIN ESENCIAL.

GTL NO ES RESPONSABLE POR NINGUNA DEMORA, INEXACTITUD, ERROR U OMISIÓN QUE SURJA O SE RELACIONE CON SU USO DEL SERVICIO DE GTL. GTL NO ES RESPONSABLE NI GARANTIZA DE OTRA MANERA LA SEGURIDAD, EFICACIA O USO DEL SERVICIO DE GTL O DE LOS DISPOSITIVOS DE GTL NI NINGÚN ACCESORIO UTILIZADO EN RELACIÓN CON EL SERVICIO DE GTL O LOS DISPOSITIVOS DE GTL. GTL NO ES RESPONSABLE POR NINGÚN DAÑO FÍSICO U OTRA LESIÓN, YA SEA PREVISTA O IMPREVISTA, QUE SURJA O SE RELACIONE CON EL USO DEL SERVICIO DE GTL O TODO DISPOSITIVO DE GTL.

13. RESOLUCIÓN DE DISPUTAS (LEA ESTA DISPOSICIÓN DETENIDAMENTE; LA MISMA AFECTA SUS DERECHOS LEGALES)

a. Arbitraje. Las partes harán todo lo posible para solucionar toda disputa, reclamo, cuestión o desacuerdo directamente a través de consultas y negociaciones de buena fe. Si no es posible resolver una disputa, todo reclamo que surja o se relacione con el presente Acuerdo (incluyendo su formación, desempeño e incumplimiento), el Servicio de GTL, todo Dispositivo de GTL, o la relación de las partes será solucionado de forma definitiva mediante arbitraje vinculante, excluyendo toda norma o procedimiento que rija o permita una demanda colectiva. El árbitro, y no un tribunal o agencia federal, estatal o local, tendrá autoridad exclusiva para resolver todas las disputas que surjan o se relacionen con la interpretación, aplicabilidad, ejecución o formación del presente Acuerdo, incluyendo, de forma enunciativa y no limitativa, todo reclamo de que toda o una parte del presente Acuerdo es nulo o que se puede anular. El árbitro tendrá la capacidad de otorgar toda reparación individual que esté disponible en un tribunal según la ley o equidad. La decisión del árbitro será vinculante para las partes y podrá ser ingresada como una sentencia en cualquier tribunal de jurisdicción competente. Si el cargo de presentación para el arbitraje excede el costo de la presentación de una demanda judicial, pagaremos el costo adicional. La interpretación y aplicabilidad del presente Acuerdo estará sujeta a la Ley de Arbitraje Federal.

Las partes comprenden que, en ausencia de la presente disposición obligatoria, tendrían derecho a una demanda en un tribunal y a un juicio por jurado. Comprenden además que, en algunos casos, los costos del arbitraje pueden ser superiores a los costos de una demanda y que el derecho a presentar pruebas puede ser más limitado en un arbitraje que en un tribunal.

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b. Renuncia a demanda colectiva. Las partes acuerdan además que todo arbitraje se llevará a cabo en su capacidad individual únicamente y no como una demanda colectiva ni otra acción legal representativa, y que las partes expresamente renuncian a su derecho a presentar una demanda colectiva o tratar de obtener una reparación de forma colectiva. Si un tribunal o árbitro determina que la renuncia a demanda colectiva que se establece en el presente párrafo es nula o no se puede hacer cumplir por cualquier motivo, o que un arbitraje puede proceder de forma colectiva, la disposición de arbitraje que se establece más arriba será considerada nula y sin efecto en su totalidad, y se considerará que las partes no acordaron arbitrar disputas.

c. Excepción - demanda por reclamos ante Tribunal de Reclamos Menores. A pesar de la decisión de las partes de resolver todas las disputas a través de arbitraje, cualquiera de las partes puede además tratar de obtener una reparación en un tribunal de reclamos menores, en el caso de disputas o reclamos bajo la jurisdicción de dicho tribunal.

d. Derecho a excluirse dentro de los treinta días. Usted tiene derecho a excluirse y no quedar obligado por las disposiciones de arbitraje y renuncia de demanda colectiva que se establecen en la presente Sección enviando un aviso por escrito de su decisión de excluirse a la siguiente dirección: c/o Global Tel*Link Corporation, 12021 Sunset Hills Road, Reston, Virginia 20190, Attn: Arbitration Opt-Out. El aviso debe ser enviado en un plazo de treinta (30) días de la fecha en la que usted aceptó el presente Acuerdo; de otra manera quedará obligado al arbitraje de disputas, de conformidad con los términos que se establecen más arriba. Si usted decide excluirse de las presentes disposiciones de arbitraje, nosotros tampoco quedaremos obligados por las mismas.

14. ENMIENDAS. GTL podrá enmendar el presente acuerdo periódicamente. Lo notificaremos sobre todo cambio sustancial del presente Acuerdo. Usted deberá aceptar afirmativamente el Acuerdo modificado la primera vez que inicia sesión en su Dispositivo de GTL después de la fecha de vigencia de los cambios aplicables. Si no acepta el Acuerdo modificado, debe cancelar el Servicio de GTL devolviendo el Dispositivo de GTL en el lugar del Centro designado para soporte y mantenimiento del Dispositivo de GTL no más allá de treinta (30) días después de la fecha en la que inició sesión por primera vez en el Dispositivo de GTL después de la fecha en la que el Acuerdo modificado entra en vigencia, o, si el personal correspondiente de GTL o del Centro no está disponible para recibir su Dispositivo de GTL dentro del plazo correspondiente de treinta (30) días, inmediatamente después del momento en el que el personal correspondiente de GTL o del Centro está disponible para recibir su Dispositivo de GTL. Si decide cancelar el Servicio de GTL, no estará obligado por los términos del Acuerdo modificado y tendrá derecho a un reembolso prorrateado del período después de la fecha de terminación de (a) todo honorario que haya pagado en

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relación con el Servicio de GTL, y (b) según sea el caso, todo honorario que haya pagado en relación con el alquiler de un Dispositivo Alquilado. Si cancela el Servicio de GTL y compró un Dispositivo Comprado, podrá elegir entre las siguientes opciones (i) recibir un reembolso del precio de compra de su Dispositivo Comprado, depreciado a un porcentaje constante durante un período de dos (2) años y por todo daño que haya sufrido el dispositivo más allá del desgaste normal, o (ii) que el Centro almacene su Dispositivo Comprado de conformidad con las políticas del Centro para el almacenamiento de bienes personales de presidiarios hasta el momento en que sea liberado del Centro. Todo Dispositivo Comprado que es almacenado por el Centro de conformidad con la presente Sección 14 será restablecido al sistema operativo base y todo el contenido del mismo o de un dispositivo equivalente (con la excepción del sistema operativo base), incluyendo todo contenido al que se haya suscrito en relación con el Servicio de GTL, será suprimido y ya no estará disponible para usted. Debe cumplir con el presente Acuerdo y su Dispositivo Comprado debe estar en condiciones normales de funcionamiento para permitir el restablecimiento del sistema operativo base. Es posible que se le cobre un cargo de hasta veinticinco dólares (\$25) por el restablecimiento del sistema operativo base. Es posible que también deba pagar los costos de envío y manipulación. El sistema operativo base se regirá por los términos y condiciones de conformidad con los estándares de la industria.

15. SIN MODIFICACIONES. El presente Acuerdo puede ser modificado únicamente de conformidad con los términos de la Sección 14. Los empleados de GTL ni ninguna otra persona que afirme actuar en nuestro nombre no están autorizados para modificar el presente Acuerdo, ni verbalmente ni por escrito. Si un empleado de GTL le ofrece modificar el presente Acuerdo, no está actuando como un agente de GTL ni habla en nuestro nombre. Usted no puede confiar ni debe actuar en base a ninguna declaración ni comunicación de un empleado de GTL ni de ninguna otra persona que dice actuar en nuestro nombre.

16. SIN TERCEROS BENEFICIARIOS. El presente Acuerdo es entre usted y GTL. No existen terceros beneficiarios.

17. CONTRATISTAS INDEPENDIENTES. El presente Acuerdo no crea ninguna agencia, sociedad, empresa conjunta ni arreglo de empleo y usted no tiene ninguna autoridad de ningún tipo para obligar a GTL de ninguna manera.

18. NO RENUNCIA. El no ejercicio de cualquiera de las partes en cualquier sentido de todo derecho cubierto en el presente no será considerado una renuncia de todo derecho adicional en el presente.

19. FUERZA MAYOR. GTL no será responsable por ningún incumplimiento de sus obligaciones según el presente cuando el incumplimiento se deba a toda causa más

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allá del control razonable de GTL incluyendo, de forma enunciativa y no limitativa, toda falla o degradación mecánica, electrónica o de comunicaciones.

20. DIVISIBILIDAD. Si se determina que alguna de las disposiciones del presente Acuerdo (más allá de la renuncia a demanda colectiva de la Sección 13) no se puede ejecutar o es inválida, dicha disposición será limitada o eliminada a la mínima expresión necesaria para que el presente Acuerdo siga de otra manera en plena validez y vigencia y se puedan ejecutar.

21. CESIÓN. Usted no puede ceder, transferir ni entregar como sublicencia el presente Acuerdo, a menos que cuente con nuestro consentimiento previo por escrito. Nosotros podemos transferir, ceder o delegar el presente Acuerdo y nuestros derechos y obligaciones relacionados sin obtener su consentimiento.

22. ACUERDO COMPLETO. El presente Acuerdo constituye el acuerdo completo entre las partes sobre el objeto del mismo y reemplaza a todo entendimiento verbal o escrito anterior o actual.

B. TÉRMINOS ADICIONALES APLICABLES A DISPOSITIVOS DE GTL

Usted reconoce y acuerda que no hará lo siguiente y no permitirá que otros lo hagan: (1) intentar evadir o desactivar el Servicio de GTL o toda característica o medida tecnológica en el mismo, incluyendo, de forma enunciativa y no limitativa, todo acceso a controles o mecanismos de protección de derechos de autor, de ninguna forma ni manera; (2) retirar o alterar toda marca registrada, logotipo, derecho de autor u otro aviso, leyenda, símbolo o etiqueta propietaria incluida en el Dispositivo de GTL o utilizada en relación con un Dispositivo de GTL; (3) utilizar el Dispositivo de GTL de una manera que contribuya a la infracción de todo derecho de propiedad intelectual de terceros, incluyendo de forma enunciativa y no limitativa, derechos de autor, marcas registradas, secretos comerciales, y patentes, o las leyes aplicables de la jurisdicción en la que usted utiliza el Dispositivo de GTL; (4) utilizar el Dispositivo de GTL para cualquier fin comercial; o (5) utilizar el Dispositivo de GTL de una manera que tiene la intención de dañar o lesionar a su persona o a terceros, o de una manera que constituya una infracción de toda ley o regulación aplicable o que infrinja toda norma o política en vigencia en el Centro.

POR EL PRESENTE, USTED AFIRMA Y COMPRENDE QUE EL DISPOSITIVO DE GTL, Y LOS COMPONENTES DEL MISMO, PUEDEN SER MODIFICADOS, ADULTERADOS O UTILIZADOS DE FORMA INDEBIDA DE OTRA MANERA. USTED ACEPTA USAR EL DISPOSITIVO DE GTL A SU PROPIO RIESGO Y POR EL PRESENTE EXIME GTL Y SUS COMPAÑÍAS AFILIADAS Y SUS REPRESENTANTES POR TODA

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RESPONSABILIDAD QUE SURJA DE TODO USO NO INTENCIONADO, INDEBIDO O ILEGAL DEL DISPOSITIVO DE GTL. MANTENGA EL CABLE ALEJADO DE LAS PERSONAS QUE REPRESENTEN UN RIESGO PARA SÍ MISMOS O LOS DEMÁS.

1. DISPOSITIVOS COMPRADOS

a. GARANTÍA DE PRODUCTO LIMITADA PARA DISPOSITIVOS

COMPRADOS. GTL garantiza al comprador original del Dispositivo Comprado que el mismo estará libre de defectos de materiales y mano de obra en condiciones de uso normal durante un período de noventa (90) días desde la fecha de activación de su Dispositivo Comprado (el "Período de Garantía"). Se considerará que un Dispositivo Comprado fue activado la primera vez que usted inicia sesión en el mismo.

b. EXCEPCIONES A LA GARANTÍA LIMITADA PARA DISPOSITIVOS COMPRADOS.

i. GTL no garantiza que el funcionamiento de su Dispositivo Comprado será libre de interrupciones y de errores. GTL no es responsable por daños que surjan de no seguir las instrucciones relacionadas con el uso del Dispositivo Comprado o el uso del Dispositivo Comprado más allá del fin previsto.

ii. La presente Garantía Limitada cubre a su Dispositivo Comprado y no cubre el Servicio de GTL que se proporciona a través del Dispositivo Comprado.

iii. La presente Garantía Limitada está expresamente condicionada al uso adecuado del Dispositivo Comprado. La presente Garantía Limitada no cubre lo siguiente: (A) defectos o daños que surjan de accidente, uso indebido, uso anormal, condiciones anormales, almacenamiento inadecuado, exposición a líquidos, humedad, arena o tierra, negligencia, o estrés físico, eléctrico o electromecánico inusual; (B) arañazos, abolladuras o daño cosmético, a menos que sea causado por GTL o el fabricante del producto; (C) defectos o daños que surjan de fuerza excesiva o uso de un objeto metálico para presionar sobre la pantalla táctil; (D) equipo al que se le retiró, destruyó, dañó, alteró o convirtió en ilegible el número de serie o el código de datos de mejora; (E) desgaste normal; (F) defectos o daños que surjan del uso del Dispositivo Comprado en conjunto o relación con accesorios, productos o equipos auxiliares/periféricos no proporcionados ni aprobados por GTL; (G) defectos o daños que surjan de la prueba, operación, mantenimiento, instalación, servicio o ajuste inadecuados no proporcionados ni aprobados por GTL; (H) defectos o daños que surjan de causas externas, tales como colisión con un objeto, incendio, inundación, tierra, tormenta de viento, rayos, terremoto, exposición a condiciones climáticas, robo, fusible saltado, o uso inadecuado de toda fuente eléctrica; o (I) defectos o daños que

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surjan de la recepción o transmisión de señal de Wi-Fi, o virus u otros problemas de software introducido al Dispositivo Comprado. La presente Garantía Limitada cubre la batería únicamente si la capacidad de la misma se reduce a menos de 80% de la capacidad nominal o si la batería sufre una pérdida, y la presente Garantía Limitada no cubre la batería en ningún caso si (1) se cargó la batería con un cargador de batería no especificado o aprobado por GTL para dicho fin; (2) alguno de los sellos de la batería está roto o muestra evidencia de manipulación; o (3) la batería fue utilizada en un equipo que no es el Dispositivo Comprado para el que fue diseñada.

c. RECURSOS POR DEFECTOS DEL DISPOSITIVO COMPRADO. Si surge un defecto de hardware en relación con su Dispositivo Comprado y GTL recibe un reclamo válido dentro del Período de Garantía, GTL, a su opción y en la medida de lo permitido por la ley, (i) reparará el Dispositivo Comprado sin cargo, utilizando componentes nuevos o reacondicionados, o (ii) reemplazará el Dispositivo Comprado por un Dispositivo Comprado nuevo o reacondicionado. En el caso de un defecto, en la medida de lo permitido por la ley, los presentes son sus únicos y exclusivos recursos. Pueden corresponder cargos de envío excepto en donde estén prohibidos por la ley aplicable. La Garantía Limitada es válida únicamente en las jurisdicciones en las que el Dispositivo Comprado es vendido por GTL o a través de sus revendedores autorizados, y es válida en la medida en que está permitido por las leyes aplicables de dichas jurisdicciones. Todo producto de reemplazo de hardware contará con la garantía durante el resto del período de garantía original de treinta (30) días, lo que resulte mayor, o por todo período adicional que exija la ley en su jurisdicción. Excepto en la medida de lo que permita expresamente la ley aplicable, está prohibida la transferencia o cesión de la presente Garantía Limitada.

d. CÓMO OBTENER SERVICIO DE GARANTÍA PARA DISPOSITIVOS COMPRADOS. Para obtener servicio de garantía, debe entregar el Dispositivo Comprado a un empleado o representante en el Centro que fue designado para facilitar y prestar servicio a los Dispositivos de GTL. Si GTL determina que un reclamo de garantía no está cubierto por la presente Garantía Limitada, GTL devolverá el Dispositivo Comprado correspondiente al Centro para ser procesado de conformidad con las políticas del Centro sobre bienes de presidiarios, sujeto a su pago de los costos de envío correspondientes.

e. LIMITACIONES SOBRE LA RESPONSABILIDAD DE GTL EN RELACIÓN CON DISPOSITIVOS COMPRADOS

i. LA PRESENTE GARANTÍA LIMITADA ESTABLECE EL ALCANCE TOTAL DE LAS RESPONSABILIDADES DE GTL Y EL RECURSO EXCLUSIVO SOBRE SU DISPOSITIVO COMPRADO. TODAS LAS GARANTÍAS IMPLÍCITAS, INCLUYENDO DE FORMA ENUNCIATIVA Y

Exhibit E

NO LIMITATIVA, GARANTÍAS IMPLÍCITAS DE COMERCIALIZACIÓN O IDONEIDAD PARA UN FIN DETERMINADO, ESTÁN LIMITADAS A LA DURACIÓN DE LA PRESENTE GARANTÍA LIMITADA. GTL NO SERÁ RESPONSABLE EN NINGÚN CASO POR DAÑOS MÁS ALLÁ DEL PRECIO DE COMPRA DE SU DISPOSITIVO COMPRADO O POR, DE FORMA ENUNCIATIVA Y NO LIMITATIVA, PÉRDIDA COMERCIAL DE NINGÚN TIPO; PÉRDIDA DE USO, TIEMPO, DATOS, REPUTACIÓN, OPORTUNIDAD, BUEN NOMBRE COMERCIAL, AHORROS O LUCRO CESANTE; INCONVENIENTES; DAÑOS INCIDENTALES, ESPECIALES, EMERGENTES O PUNITIVOS; O DAÑOS QUE SURJAN DEL USO O INCAPACIDAD DE USAR SU DISPOSITIVO COMPRADO.

ii. GTL NO OTORGA NINGUNA GARANTÍA NI HACE NINGUNA DECLARACIÓN, EXPRESA O IMPLÍCITA, ESTATUTARIA O DE OTRO TIPO, SOBRE LA CALIDAD, CAPACIDADES, OPERACIONES, DESEMPEÑO O APTITUD DE TODO SOFTWARE O EQUIPO DE TERCEROS UTILIZADO EN CONJUNTO CON SU DISPOSITIVO COMPRADO, O LA CAPACIDAD DE INTEGRAR TODO SOFTWARE O EQUIPO DE TERCEROS CON SU DISPOSITIVO COMPRADO, INDEPENDIEMENTE DE SI EL SOFTWARE O EQUIPO DE TERCEROS ESTÁ INCLUIDO O NO CON EL DISPOSITIVO COMPRADO. LA RESPONSABILIDAD POR LA CALIDAD, CAPACIDADES, OPERACIONES, DESEMPEÑO Y APTITUD DE TODO SOFTWARE O EQUIPO DE TERCEROS RECAE EXCLUSIVAMENTE EN EL USUARIO Y EL VENDEDOR DIRECTO, PROPIETARIO O PROVEEDOR DEL SOFTWARE O EQUIPO DE TERCEROS CORRESPONDIENTE.

Ninguna de las secciones de las instrucciones o información del Dispositivo Comprado debe ser interpretada como que crea una garantía expresa de ningún tipo en relación con su Dispositivo Comprado. Ningún agente, empleado o representante está autorizado para modificar o ampliar la presente Garantía Limitada o para llevar a cabo declaraciones o reclamos vinculantes, ya sea en publicidad, presentaciones o de otra manera, en nombre de GTL sobre el Dispositivo Comprado o la presente Garantía Limitada.

f. PROCEDIMIENTO AL MOMENTO DE LA TERMINACIÓN DEL SERVICIO DE GTL EN EL CENTRO O SU LIBERACIÓN DEL MISMO. Al momento, o inmediatamente antes, de su liberación o traslado del Centro, o al momento en que GTL deje de proporcionar el Servicio de GTL en el Centro, si tiene lugar antes, usted deberá devolver su Dispositivo Comprado al personal del Centro y su Dispositivo Comprado (o un dispositivo equivalente) será restablecido al sistema operativo base, siempre que además cumpla con el presente Acuerdo y su Dispositivo

Exhibit E

Comprado esté en condiciones normales de funcionamiento para permitir el restablecimiento del sistema operativo base. Es posible que se le cobre un cargo de hasta veinticinco dólares (\$25) por el restablecimiento del sistema operativo base. Es posible que también deba pagar los costos de envío y manipulación. Todo el contenido del dispositivo (con la excepción del sistema operativo base), incluyendo todo contenido al que se haya suscrito en relación con el Servicio de GTL, será suprimido y ya no estará disponible para usted. El sistema operativo base se regirá por los términos y condiciones de conformidad con los estándares de la industria. Debe consultar con el personal del Centro sobre el proceso para recuperar su Dispositivo Comprado después de la implementación de estos ajustes.

USTED RECONOCE Y ACUERDA QUE EL CENTRO, Y NO GTL, SERÁ RESPONSABLE DE DETERMINAR SI SU DISPOSITIVO COMPRADO LE SERÁ DEVUELTO DESPUÉS DE SU LIBERACIÓN O TRASLADO DEL CENTRO, O DESPUÉS DEL MOMENTO EN QUE GTL DEJE DE BRINDAR EL SERVICIO DE GTL EN EL CENTRO. EXISTE EL RIESGO DE QUE EL CENTRO NO LE DEVUELVA SU DISPOSITIVO COMPRADO. Sin embargo, si GTL deja de brindar el Servicio de GTL en el Centro en un plazo de noventa (90) días de la fecha en que compra su Dispositivo Comprado, tendrá derecho a un reembolso de todo cargo que haya pagado en relación con su Dispositivo Comprado (si lo devuelve, y sujeto a todo cargo por todo daño que haya sufrido el mismo más allá del desgaste normal mientras estuvo en su poder).

2. TÉRMINOS ADICIONALES APLICABLES A DISPOSITIVOS ALQUILADOS

a. SOPORTE DE DISPOSITIVOS ALQUILADOS. Si tiene alguna pregunta sobre su uso del Dispositivo Alquilado, o tiene algún problema mientras usa el mismo, consulte las políticas y procesos del Centro sobre cómo hacer preguntas o solicitar soporte. Todo el soporte y mantenimiento tendrá lugar de conformidad con el acuerdo entre GTL y el Centro sobre el Dispositivo Alquilado, y GTL no tendrá ninguna obligación hacia usted en relación con solicitudes de soporte o mantenimiento.

b. DAÑO INTENCIONAL. USTED RECONOCE Y ACUERDA QUE EL DISPOSITIVO ALQUILADO TIENE UN VALOR MATERIAL Y TODO DAÑO INTENCIONAL AL MISMO PUEDE CONSTITUIR VANDALISMO CRIMINAL QUE PUEDE SER PROCESADO AL MÁXIMO QUE PERMITE LA LEY.

c. MANTENIMIENTO Y FUNCIONAMIENTO. Usted no debe retirar, alterar, deformar ni cubrir ningún número, letras o insignia incluida en el Dispositivo Alquilado y debe asegurarse de que el mismo no sea expuesto a humedad de ningún

Exhibit E

tipo; o uso descuidado, inusual o innecesariamente brusco; y debe mantener al Dispositivo Alquilado en buenas condiciones y funcionamiento. De forma adicional, no debe utilizar accesorios, productos o equipos auxiliares/periféricos en relación o en conjunto con el Dispositivo GTL que no sean los proporcionados o aprobados por GTL.

d. EXCLUSIÓN DE GARANTÍA PARA DISPOSITIVOS ALQUILADOS. AL MÁXIMO PERMITIDO POR LA LEY APLICABLE, GTL Y SUS COMPAÑÍAS AFILIADAS EXCLUYEN TODA GARANTÍA EXPRESA O IMPLÍCITA, INCLUYENDO DE FORMA ENUNCIATIVA Y NO LIMITATIVA, TODA GARANTÍA IMPLÍCITA DE COMERCIALIZABILIDAD, IDONEIDAD PARA UN FIN DETERMINADO Y NO INFRACCIÓN DE DERECHOS DE PROPIEDAD DE TERCEROS EN RELACIÓN CON LOS DISPOSITIVOS ALQUILADOS.

e. DEVOLUCIÓN DE DISPOSITIVOS ALQUILADOS AL MOMENTO DE LA TERMINACIÓN O LIBERACIÓN. Al momento, o inmediatamente antes, de su liberación o traslado del Centro, al momento en que GTL deje de proporcionar el Servicio de GTL en el Centro, si tiene lugar antes, o tal como lo indique el Centro, terminará su derecho a utilizar su Dispositivo Alquilado y deberá devolver el mismo al personal del Centro.

GENERAL INSURANCE REQUIREMENTS

The Contractor/Contract Vendor (Contract Vendor) shall maintain insurance to cover claims which may arise from operations under this Contract,

The Contract Vendor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contract Vendor shall maintain such insurance in force and effect throughout the term of the Contract.

All coverages and limits shall remain in force and effect throughout the term of the Contract.

NOTICE TO THE CONTRACT VENDOR:

The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contract Vendor to provide such insurance.

The Owner reserves the right to immediately terminate the Contract if the Contract Vendor is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contract Vendor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

NOTICE TO INSURER:

The Contract Vendor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

REQUIREMENTS FOR THE CONTRACT VENDOR:

The Contract Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contract Vendor's performance under this Contract.

If Contract Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Contract Vendor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contract Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

The Contract Vendor is responsible for payment of Contract related insurance premiums and deductibles.

If the Contract Vendor is self-insured, a Certificate of Self-Insurance must be attached.

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

The Contract Vendor's Umbrella or Excess Liability insurance policy may be used to supplement the Contract Vendor's policy limits to satisfy the full policy limits required by the Contract.

POLICY REQUIREMENTS:

1. Workers' Compensation Insurance:

Statutory Compensation Coverage. Except as provided below, Contract Vendor must provide Workers' Compensation insurance for all its employees and in case any work is subcontracted, Contract Vendor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

Coverage B – Employer's Liability

\$100,000 Bodily Injury by Disease per Employee

\$500,000 Bodily Injury by Disease Aggregate

\$100,000 Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts the Contract Vendor from Workers' Compensation insurance or if the Contract Vendor has no employees in the State of Minnesota, the Contract Vendor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes the Contract Vendor from MN Workers' Compensation requirements.

If during the course of the Contract the Contract Vendor becomes eligible for Workers' Compensation, the Contract Vendor must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

Evidence of Subcontractor insurance shall be filed with the Contract Vendor.

2. Automobile Liability Insurance:

The Contract Vendor shall maintain insurance to cover liability arising out of the ownership, operation, use or maintenance of all owned, hired and non-owned autos, and in case any work is subcontracted the Contract Vendor will require the subcontractor to maintain Automobile Liability insurance.

A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

B. Coverages:

Owned Automobile

Non-owned Automobile

Hired Automobile

Evidence of Subcontractor insurance shall be filed with the Contract Vendor.

3. General Liability Insurance:

The Contract Vendor shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contract Vendor or by a subcontractor or by anyone directly or indirectly employed by the Contract Vendor under the Contract.

A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence

\$2,000,000 - Annual Aggregate

\$2,000,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverages

- Premises and Operations Bodily Injury and Property Damage
- Personal & Advertising Injury
- Blanket Contractual
- Products and Completed Operations
- State of Minnesota named as an Additional Insured

4. Professional/Technical, Errors and Omissions, Including Network Security and Privacy Liability Insurance (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written as a standalone policy):

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following minimum limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

Insurance certificate holder should be addressed as follows:

State of Minnesota
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – COMPANIES that have employed more than 40 full-time employees WITHIN MINNESOTA on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:


- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, upon request, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company.

Name of Company: Global Tel*Link Corporation Date: June 18, 2019

Authorized Signature:  Telephone number: (814) 937-1173

Printed Name and Title: Chief Financial Officer (CFO) Email: bryan.moses@gll.net

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>
Email: compliance.mdhr@state.mn.us

TC Metro: 651-539-1095

Toll Free: 800-657-3704
TTY: 651-296-1283



**DEPARTMENT OF
HUMAN RIGHTS**

WORKFORCE
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **GLOBAL TEL LINK CORPORATION** is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.

Certificate start date: **11/13/2018**

Certificate expiration date: **11/12/2022**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read 'Kevin M. Lindsey'.

Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, MN 55155 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • mn.gov/mdhr

