

GLOBAL TEL*LINK CORPORATION

12021 Sunset Hills Road, Ste. 100
Reston, Virginia 20190
Tel. 703-955-3915
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Web <http://www.globaltellink.com>

VIDEO VISITATION SERVICES AGREEMENT

This Video Visitation Service Agreement ("Agreement") is made by and between Global Tel*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Reston, VA 20190 ("Company or Contractor") and Collin County, with an address at 2300 Bloomdale Road, Suite 3160 McKinney, Texas 75071 ("Premise Provider or County").

1. **Term.** This Agreement shall be in effect for five (5) years, commencing from the date of the full execution of this Agreement. This Agreement may be terminated by either party for any reason by giving ninety (90) days prior written notice. If this Agreement is terminated without cause by the Premise Provider, Company will reimburse Premise Provider for unused annual maintenance amount, less the cost for circuit termination.

2. **Equipment.** This Agreement applies to the installation, management, operation and maintenance of equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at the facilities listed on Exhibit A ("Facilities"). Company will install Equipment and implement the services contemplated by this Agreement as soon as reasonably practicable following the effective date of this Agreement or at such other time as the Parties may agree.

In addition to what is listed in Exhibit A, the term "Equipment" may include video visitation (VVS) telephone set(s) and related equipment, including but not limited to VVS hardware and site preparation. Where VVS hardware or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action, and shall provide Premise Provider an explanation for removing Equipment and a reasonable opportunity to address Company's concerns. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all Parties.

3. **Services.** The Company shall provide the services listed in Exhibit A, and all management services necessary to implement this Agreement; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the video visitation and payphone and automated operator services provided by the Company; the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all video visit call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's

obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

4. Compensation. The Premise Provider shall pay the Company a total of \$381,117.69, as more fully described in Exhibit B, under Option 2, which the Premise Provider has chosen. Payment will be made in accordance with Texas Government Code 2251.

5. Rates. The video visit rate structure and video visit surcharge rates shall be as provided in Exhibit B, and shall not exceed any maximum rates authorized by the appropriate telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement.

6. Records & Confidentiality. The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request.

From the date this Agreement is signed by both Parties until three (3) years after the expiration or earlier termination of the Agreement, the Parties shall keep confidential the terms of this Agreement, any Company proposal, and any response of Company to any solicitation that led to this Agreement, to the extent allowable under the Texas Public Records Laws, provided that Premise Provider shall notify Company of Premise Provider's intent to release any information in time to allow Company a reasonable opportunity to oppose the disclosure. Each Party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The Parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, provided, however, that the Parties shall cause all Agents to honor the provisions of this Section. The Parties may also make disclosures as required by law as long as, before any disclosure, the Party subject to the disclosure requirement promptly notifies the other Party of the requirement and allows the other Party the opportunity to oppose the disclosure. Neither Party will be obligated to keep confidential the other's information to the extent it was known to that Party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the Party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the Party (and this can be verified).

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider. The content of video visitation reports will be as agreed upon by the Parties. The following information will be provided for inmate telephone or video call for each location by number:

- Total Calls
- Total minutes of use
- Type of call
- Total usage revenue

7. Further Assurances. During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

- (a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.

- (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees. Company employees or representatives, patrons, or consignees must, however, agree to pat downs, and other reasonable security screening in accordance with Premise Provider regulations, before being provided access to the Facilities.
- (d) Premise Provider represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide the services contemplated by this Agreement at the Facilities provided, however, that the Company may choose not to exercise this exclusive right.
- (e) During the term of this agreement, Premise Provider agrees it will not allow other vendors to supply the Facility products and services that are similar to those contemplated by this Agreement. This is to include any additional video visitation units required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.
- (f) Stipulate that Company has no responsibility to advise Premise Provider with respect to any law, regulation, or guideline that may govern or control telephone call or video visitation recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate call and video visitation monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premise Provider agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premise Provider (or the Company at the direction of the Premise Provider) to comply with such law, regulation or guideline.
- (g) Acknowledge that all call, video, and visitation scheduling detail records (DRs) and call and video recordings contained in the Equipment provided by Company to Premise Provider during the term of this Agreement are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the DRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

8. **Title.** Title to Equipment hereunder shall be and at all times remain in the Company,

All software, documentation, and other intellectual property (collective the "IP") supplied or made available through this Agreement is being provided on a term license only, as long as this Agreement is in effect, and shall not constitute a sale of that IP. Nothing in this Agreement or through Company's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Company and its licensors.

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

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

10. Notices. Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either Party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective Parties as follows:

To Company:
Global Tel*Link Corporation
 12021 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190
 Phone: (703) 955-3915
 Fax: (703) 435-0980
ATTN: Legal Department

To Premise Provider:
Collin County
 2300 Bloomdale Rd., Ste 3160
 Mckinney, TX 757071
 Phone: (972)-548-4113
 Fax: (972)-548-4394
ATTN: Purchasing Agent

11. Governing Law and Venue. The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of Texas. Venue for any dispute under this Agreement shall be Texas. The parties agree that the exclusive venue for any legal proceeding involving this Agreement shall be in Collin County, Texas.

12. Indemnification & Consequential Damages. Contractor agrees to indemnify, defend and hold harmless the County, its elected officials, officers, agents and employees from all claims, complaints, costs (including attorney fees), actions, lawsuits, damages, judgments and/or liabilities suffered or incurred by the County, its officers, agents and/or employees resulting in any way from the negligence, inadvertence, error, or omission of Contractor, its officers, agents and/or employees or their failure to carry out their responsibilities hereunder.

For purposes of the Contractor's obligation to indemnify, defend and hold harmless the County, its elected officials, officers, agents and employees, a claim shall be broadly defined and construed to include, but not limited to, requests submitted for records under the Texas Public Information Act; complaints made to the Texas Commission on Jail Standards; written, electronic, or oral allegations of inappropriate or improper recording, transmission, use, or any other matter relating to the video recording system installed, operated or maintained by Contractor; submission of a formal notice of claim made pursuant to the Texas Tort Claims Act, Texas Civil Practice & Remedies Code Section 101.101; receipt of a subpoena and/or notice of deposition for any County employee or official to provide, discuss, or present records or information about the video recording of a person confined in the Collin County Facilities covered by this Agreement in a court or any other proceeding; or any other matter alleging or suggesting a failure of the Contractor to comply with the requirements of this Agreement which requires the assistance, guidance, and advice of legal counsel. Nothing in this definition of claim modifies or alters the statutory or legal requirement that the County receive a notice of claim in accordance with Texas law or any other applicable law, statute, or ordinance.

The determination of whether Contractor is obligated to indemnify, defend and hold harmless the County, its elected officials, officers, agents and employees from all claims, complaints, costs (including attorney fees), actions, lawsuits, damages, judgments and/or liabilities suffered or incurred by the County, its officers, agents and/or employees resulting in any way from the negligence, inadvertence, error, or omission of Contractor, its officers, agents and/or employees or their failure to carry out their responsibilities hereunder, shall be made at the sole discretion of Collin County. Such determination by Collin County will be based, in part, on the totality of the circumstances of the matter as well as the allegations, if any, contained in the claim, complaint, notice, subpoena, request, pleadings and all subsequent amendments thereto. The Contractor shall acknowledge and accept a request for indemnification no later than fifteen (15) days after the receipt of a request for indemnification from the

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

15. Assignment. This agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, including any new administration or head of Premise Provider; except, however, that neither Party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider, except further, however, Company provides Premise Provider with prior written notice of the assignment.

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

17. Solicitation. The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.

18. Force Majeure. Neither Party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either Party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either Party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

19. Survival. Upon the expiration or earlier termination of the term of this Agreement, the Parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the Parties. Notwithstanding the foregoing, Sections 7(f), 8, 9, 11, and 12 shall survive the expiration or earlier termination of this Agreement, and neither Party will be released from any liability arising from any breach or violation by that Party of the terms of this Agreement prior to the expiration or termination.

20. Entire Agreement. This Agreement, which includes RFP #2014-259 constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the Parties pertaining to the subject matter hereof.


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

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

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this _____ day of August, 2015.

Company

Global Tel*Link Corporation

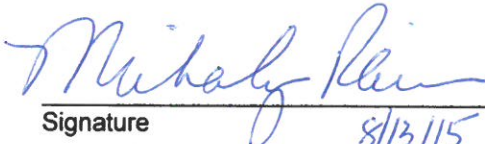


Signature

Name: Jeffrey B. Haidinger
Title: President & COO

Premise Provider

Collin County



Signature 8/13/15

Name: Michalyn Rains
Title: Purchasing Agent

Exhibit B

Option 2- Prepaid Maintenance					
	Court House - Attorney Room		Min Security Facility - Attorney Booth		Detention Facility - Inmate VVS
Hardware Cost	\$	2,576.59	\$	2,576.59	\$ 64,414.81
Installation Cost	\$	5,093.52	\$	1,992.00	\$ 48,777.60
Software Cost	\$	9,899.84	\$	7,146.99	\$ 78,217.67
Training Cost	\$	4,385.90	\$	4,385.90	\$ 4,385.90
Subtotal Cost	\$	21,955.85	\$	16,101.48	\$ 195,795.99
Total Cost	\$	233,853.32			
Total Annual M&S (Year 2-5)	\$	5,454.24	\$	5,454.24	\$ 136,355.90
Total M&S	\$	147,264.37			
Grand Total	\$	381,117.69			