

AMENDMENT # 02 TO INMATE TELEPHONE SERVICES AGREEMENT

This Amendment # 02 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain **Inmate Telephone Services Agreement**, dated April 4, 2014, as amended from time to time (the "Agreement"), by and between Global Tel*Link Corporation with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and Burnet County, with an address of 900 County Lane, Burnet, Texas 78611 ("Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Parties have agreed to amend the Agreement to make changes to the Inmate Telephone Service Rates and Commission as follows; and

WHEREAS, the Parties have agreed to amend the Agreement to, among other things, add IP Enabled Tablets Service Schedule; and

WHEREAS, there Parties have agreed to amend the Agreement to add Flex Kiosks; and

WHEREAS, there Parties have agreed to amend the Agreement to add the Payment Services (collectively "Services"); and

WHEREAS, in consideration for adding these certain Services to the Agreement, the Parties have agreed to extend the period of performance of the Agreement as described below;

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. The Inmate Telephone Services Schedule appended to this Amendment is hereby added to the Agreement. This Service Schedule replaces all other agreements between the parties; and
2. The Enhanced Services – IP Enabled Tablets Service Schedule appended to this Amendment is hereby added to the Agreement;
3. The Enhanced Services –Flex Kiosks Service Schedule appended to this Amendment is hereby added to the Agreement;
4. The Payment Services Service Schedule appended to this Amendment is hereby added to the Agreement;
5. In consideration of the foregoing, Section 1, Term, of the Agreement is hereby deleted in its entirety and replaced as follows:

Term. This Agreement shall be extended for five (5) years ("Extension Term"), commencing starting April 5, 2019 ("Effective Date"). Unless either Party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for additional two (2) year terms (each a "Renewal Term").

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby

ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

Company
Global Tel*Link Corporation

By: _____
Name: Jeffrey B. Haidinger
Title: President and Chief of Business Solutions
Date: _____

Premises Provider
Burnet County

By: _____
Name: _____
Title: _____
Date: _____



Inmate Telephone Service Schedule

This Service Schedule applies only to inmate telephone service ("ITS"). Where "Company" is used in this Service Schedule, it shall mean Global Tel*Link Corporation. Additional terms and conditions applicable to ITS are set forth in Tariffs or on Company's website, which may be modified from time to time.

1. Equipment and Features.

Telephones and Workstations		
Workstations	Inmate Phones	Platform
0	4 new Wintel Phones	ICMv

GTL Base Features
365 Day On-Line Recording Storage
Password Protected Web based User Interface
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
Number Management
Blocked Access to Toll-Free Numbers
PREA Support
24X7 Technical Support
Collect, Prepaid, and Optional Debt Calling
Hot Alert
Audit Tools
TDD/TTY Capability
Call Prompts in English and Spanish
GTL Advanced Features
ICMv Storage
ICMv Site Hardware
Call IQ Basic
*Voice IQ Initial
Location IQ (Beginning of Call)
Called Party IQ
Phone IQ
Inmate VoiceMail
*BNA_Unlimited
Data IQ

The term "equipment" in this Service Schedule includes the items listed in this Section I of this Schedule and include the inmate telephone set(s) and related equipment, including, but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of Company are installed at the Facility owned or controlled by Premises Provider or any of its agencies or affiliates, such property shall remain in all respects that of Company. 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. Company shall not exercise such a right of removal or relocation unreasonably. Company shall notify Premises Provider in writing of its intention to remove or relocate equipment prior to such action. Upon removal of equipment by the Company, Company shall restore said premises to its original condition, ordinary wear and tear excepted; however, 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. Premises Provider may not make alterations or attachments to the Equipment provided under this Agreement, unless otherwise mutually agreed upon by the Parties.

2. Inmate Telephone Services.

Company shall be responsible for: (a) furnishing, installing, repairing and servicing the equipment listed above; (b) the establishment (if and to the extent required of Company by law) and compliance with all Tariffs and rules, regulations, orders and policies of federal and state regulatory authorities applicable to the automated inmate telephone system Services provided by Company; (c) the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; (d) the processing of all telephone call records; (e) the performance (alone or through others) of all validation, billing,

outclearing and collection services; and (f) the handling of all billing and other inquiries, fraud control, and all other Services essential to the performance of Company's obligations under this Agreement. Company reserves the right to control unbillables, bad debt and fraud.

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

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

3. Compensation.

Remuneration shall be **Thirty-Four percent (34%)** of the Gross Revenue billed or prepaid for intrastate inmate telephone calls covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed intrastate inmate call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account and other transaction fees; (iv) revenue from interstate calls; and (iv) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Commission payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premise Provider. For the avoidance of doubt, there shall be no commission payable by the Company on any Interstate ITS calls.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

**Burnet County
900 County Lane
Burnet, TX 78611
Attn: County Auditor**

4. Rates and Charges for Inmate Telephone Services. The per-minute-of-use call rate shall not exceed the maximum rates authorized by the state's telecommunication regulatory authority ("PUC") and the Federal Communications Commission ("FCC").

- a) Interstate ITS calls made using a collect format: \$ 0.25 per minute of use.
- b) Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$ 0.21 per minute of use.
- c) Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$4.10 for the initial minute of use and \$0.37 for each additional minute of use.
- d) Local ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$3.95 for the initial minute of use and \$0.08 for each additional minute of use.
- e) International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.21 per minute of use.
- f) International ITS calls, whether made using a collect format: \$0.25 per minute of use.
- g) International ITS calls within North America, excluding calls to U.S. Territories, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.60 per minute of use.

No per call, per connection, or flat-rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls. The rates charged are exclusive of taxes, and other amounts collected by Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs.

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

Fee for automated payment for credit card, debit card, and bill processing fees	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Fee for paper bill/statement	\$2.00 per use
Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup

6. Single-Call and Related Billing Arrangements for Inmate Telephone Services. Company may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be any applicable transaction fee and other charges allowed by law.

7. Additional Terms

- a. **Monitoring and Recording.** Premises Provider agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control any telephone recording or monitoring by Premises Provider, or compliance therewith. Premises 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 telephone monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider shall be solely responsible for any liability, costs and expenses relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline. Premises Provider acknowledges that all call detail records ("DRs") and call recordings contained in the inmate telephone system equipment Company to Premises Provider are the exclusive property of the Premises 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.
- b. **Exclusivity and Right of First Refusal.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.

Service Schedule
Enhanced Services - IP-Enabled Tablets

1. **Applicability.** This Service Schedule applies only to the enhanced services referenced. Where “Company” is used in this Service Schedule, it will mean GTL Enhanced Services, LLC.

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

“Agreement” means the contract to which this Service Schedule is attached.

“Enhanced Services” means enhanced communications, information services, educational, and entertainment products (as defined below).

“IP-Enabled Tablets” (or “Tablets”) means an Inspire™ device capable of allowing access to Enhanced Services.

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

Location	Location Description	# of Tablets
900 County Lane, Burnet, TX 78611	Burnet County Jail	480 Tablets, 22 Access Points

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to Premises Provider. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the IP-Enabled Tablets, subject to the limitations described herein. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets will not be available while being repaired or maintained. The Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. **Tablets.** Company will supply the number of Inspire™ Tablets for the Term of the Agreement set forth in **Section 3**, subject to the following limitations and conditions. Each inmate provided a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install 10 Tablet charging

enclosures (individually "Station" and collectively "Stations") at locations agreed upon by the Parties. Upon agreement of the Parties, Company will supply one (1) wall charger with each Tablet in lieu of charging enclosures. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

a. Enhanced Services. Company will provide the following Enhanced Services via the Tablets:

- i. Content. Company will make available certain content that may be loaded on or accessed through the Tablets, including music, games, electronic messaging, eBooks, and such other content as may be agreed upon in writing by the Parties ("Content"). Content will be provided on a subscription basis that terminates upon the expiration of the subscription term, or upon Company no longer providing Premises Provider with Enhanced Services, the release or transfer of the inmate from the Locations, or the violation by the inmate of the terms of use for the Tablet, including nonpayment for a subscription. Content will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. All purchases are final. Company reserves the right to alter or discontinue any Content. Company will make Lexis-Nexis available at no additional charge.
- ii. Debit Link Accounts. All inmate Enhanced Services (not including charges for voice communication) may be purchased using Link Units, which each inmate or their friends or family may purchase through a special purpose account created for the inmate (individually "Debit Link Account" and collectively "Debit Link Accounts"). Certain Enhanced Services may also be purchased by inmate families and friends on a direct subscription basis using Company's consumer channel website. These are the exclusive methods by which Enhanced Services (other than voice communication) may be purchased. Inmates may fund the Debit Link account by transferring monies from their trust account. Inmate friends and Family may fund an inmate's Debit Link Account by deposits made through Company website or IVR. Transaction Fees may apply. Once purchased, Link Units may only be returned to an inmate's trust account or redeemed by the inmate (as applicable) upon termination of Enhanced Services at all Locations or upon an inmate's release. All Link Units purchased by inmate friends or family are final.
- iii. Voice Communication. Company will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service ("ITS") platform. Headsets equipped with a microphone will be required.

b. Company Obligations. Company will provide one headset to each inmate supplied a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through Premises Provider's commissary service. Company will not replace or repair any Tablet that is damaged or destroyed by willful act, as determined in Company's discretion. Company may replace, upgrade, or substitute any or all of the Tablets at any time. Company will replace or repair on a one-time basis per inmate any Tablet that is damaged or destroyed for reasons other than a willful act, subject to the following: (i) Company will have no obligation during any twelve (12) month period to replace or repair in a Location more than five (5) Tablets or a number of Tablets equal to five (5) percent of the Tablets deployed at the Location, whichever is greater; and (ii) Company may cease providing Enhanced Services at a Location, and remove the Tablets deployed to that Location, if Company has repaired and/or replaced in any twelve (12) month period ten (10) Tablets or a number of Tablets equal to ten (10) percent of the Tablets deployed at that Location, whichever is greater.

c. Premises Provider Obligations. A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz and 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; (iii) installation of Tablet charging enclosures or inmate access to electrical outlets for wall chargers (as applicable); and (iv) the sale of all Content listed in this Schedule and such other Content as may be

added to the Schedule from time-to-time. In addition, a Premises Provider must: (1) distribute a Tablet to each inmate having access to a Location; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, silicon earbuds, and wall charges (4) allow the creation of Debit Link Accounts for inmates and the exclusive use of Link Units for the purchase of content in connection with the Tablets; (5) allow inmate family and friends to purchase Content subscriptions for inmates; (6) facilitate the integration of inmate Debit Link and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) allow inmate voice communication duration of not less than sixty (60) minutes per call; (8) allow the use of Tablets throughout the Locations for no less than eight (8) hours per day; (9) facilitate the recycling and reuse of Tablets; (10) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (11) provide at its expense all necessary power and power source; (12) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; and (13) distribute one (1) headset to each inmate who is provided a Tablet the first time. Premises Provider will distribute Tablets to inmates in accordance with the process agreed upon by the Parties. Premises Provider will only allow the Tablets to be used for their intended purpose, and will not, and will not allow any third-party to, tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

7. Enhanced Services and Accessories Rates. Company may apply the following charges on the use of the Tablets; provided, however, Company may in its discretion change any pricing other than pricing for voice communication. Taxes, and regulatory and other mandated fees may also apply.

a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.

b. Messaging: \$1.00 per Message Credit

- i. 1-credit per written message
- ii. 1-credit per photo attachment (in addition to written message cost, if included)
- iii. 4-credits per video attachment (in addition to written message cost, if included)
- iv. 8-credits per 10 Gallery Link slots
- v. 16-credits per 25 Gallery Link slots

c. Thirty-Day Subscriptions:

- i. Music: \$8.99, and an additional \$16 service infrastructure charge (\$24.99)
- ii. Games: \$4.99, and an additional \$1 service infrastructure charge (\$5.99)
- iii. EBooks: \$2.99, and an additional \$1 service infrastructure charge (\$3.99)
- iv. Newsfeed: \$3.99, and an additional \$6 service infrastructure charge (\$9.99)
- v. FM Radio: \$1.99, and an additional \$16 service infrastructure charge (\$17.99)
- vi. TV Audio: \$1.99, and an additional \$5 service infrastructure charge (\$6.99)
- vii. Podcasts: \$3.99, and an additional \$6 service infrastructure charge (\$9.99)

d. Fourteen-Day Subscriptions:

- i. Music: \$5.99, and an additional \$9.00 service infrastructure charge (\$14.99)
- ii. Games: \$2.99, and an additional \$0.75 service infrastructure charge (\$3.74)
- iii. EBooks: \$1.99, and an additional \$0.75 service infrastructure charge (\$2.74)
- iv. Newsfeed: \$1.99, and an additional \$5 service infrastructure charge (\$6.99)
- v. FM Radio: \$0.99, and an additional \$9.00 service infrastructure charge (\$9.99)
- vi. TV Audio: \$0.99, and an additional \$3.50 service infrastructure charge (\$4.49)
- vii. Podcasts: \$2.49, and an additional \$4.00 infrastructure charge (\$6.49)

e. Seven-Day Subscriptions:

- i. Music: \$2.99, and an additional \$5.00 service infrastructure charge (\$7.99)
- ii. Games: \$1.99, and an additional \$0.50 service infrastructure charge (\$2.49)
- iii. EBooks: \$0.99, and an additional \$0.50 service infrastructure charge (\$1.49)
- iv. Newsfeed: \$.99, and an additional \$3 service infrastructure charge (\$3.99)
- v. FM Radio: \$0.49, and an additional \$5.00 service infrastructure charge (\$5.49)
- vi. TV Audio: \$0.49, and an additional \$2.50 service infrastructure charge (\$2.99)
- vii. Podcasts: \$1.99, and an additional \$3.00 infrastructure charge (\$4.99)

f. Thirty-Day Rental:

- i. Audio Books (per Audio Book): \$9.99, and an additional \$10 service infrastructure charge (\$19.99)

g. 48 Hour Rental:

- i. Movies (per Movie): \$2.99, and an additional \$5 service infrastructure charge (\$7.99)

h. 24 Hour Rental:

- i. Movies (per Movie): \$1.99, and an additional \$3 service infrastructure charge (\$4.99)
- i. Replacement Headphones or Earbuds: \$5.99.
- j. Replacement chargers (where available): \$7.99.
- k. Replacement Tablets (damaged by inmate willful act) - \$249.00

8. Tablet Commissions. Commission on revenue from voice communications completed using the Tablets will be paid in accordance with the terms of the Agreement governing Inmate Telephone Services. Company will pay Premises Provider a 15% commission every month on subscription services and email ("Content Revenue"). Content Revenue does not include revenue from infrastructure charges, voice communications completed using the Tablets, the sale of accessories, or transaction fees. If Premises Provider terminates the Agreement for any reason other than breach by Company, Premises Provider will pay Company within thirty (30) days following termination the amount of Two-Thousand, Six-Hundred and Twenty-Three dollars and Eight Cents (\$2,623.80) times the number of months remaining in a sixty (60) month period, commencing from the date of installation of the services described in this Schedule. the Content Revenue collected by Company as of the date of termination. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premises Provider.

9. Additional Terms

- a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record voice Communication made through the Tablets, read electronic messaging sent through the Tablets, and monitor content streamed or otherwise loaded on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, or compliance therewith. Premises 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 monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider agrees to indemnify, defend, and hold Company and its affiliates 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 Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline.

- b. **Exclusivity and Right of First Refusal.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.

c. **Limitation of Liability**

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

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

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF ENHANCED SERVICES, INCLUDING THE TABLETS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

Service Schedule
Enhanced Services –Flex Kiosks

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

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

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

“Flex Kiosk” means wall mounted units used to deploy Enhanced Services.

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

3. **Deployment Locations.** Flex Kiosks will be deployed at the locations listed in the table below, as may be altered by agreement of the parties (individually “Location” and collectively “Locations”). Company reserves the right to terminate Flex Kiosk service at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of the Flex Kiosk Service at such Location.

Location	Location Description	# of Flex Kiosks
900 County Lane, Burnet, TX 78611	Chow Hall	10

In addition to the Flex Kiosks listed above, Company will supply one (1) mobile video relay service unit.

4. **Company Provided Equipment, Services and Cabling.** Company will supply and install equipment, hardware, circuits to deploy Enhanced Services at the Locations at no cost to Premises Provider. Premises Provider will supply and install all required wiring and cabling in accordance with Company specifications. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Upon termination of Enhanced Services in any Location(s), Premises Provider will provide Company a reasonable opportunity to collect all Flex Kiosks and associated equipment and hardware (except cabling).

a. **Video Visitation Services.** Company shall be responsible for: (i) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (ii) the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of Company’s obligations hereunder. Company reserves the right to control unbillables, bad debt and fraud. Premises Provider and Company shall use best efforts to promote video visitation, including: (1) make video visitation available for at least 12 hours a day every day, without inmate session limitations except in connection with disciplinary action; (2) allow Company to promote the use of video visitation through, among others, the distribution of promotional material at Premises Provider Facility locations, IVR recordings, the Web, and press releases; (3) allow Company to have promotional pricing to make video visitation an attractive alternative.

b. **VVS Software.** Company shall deploy a hosted application server in Company video visitation data center. Company’s VVS software provides the following functionalities for visitation scheduling: (i) unlimited number of user licenses for scheduling software; (ii) facility registration and scheduling; (iii) public web-based registration and scheduling; (iv) multilingual web interface (English, Spanish); and (v) professional web-based registration and scheduling. The VVS software allows Premises Provider to (1) manage public and professional visits; (2) manage non-contact and contact visits; (3) manage on premises video visitation and

remote video visitation; (4) establish set schedules for non-contact visits, contact visits, on premises video visits, and remote video visits; (5) have officer check in for all on premises visits; and (6) have officer video check-in prior to remote video visitation start. Premises Provider may configure the VVS software for staff access privileges, visitation restrictions for inmates and visitors, and scheduling and conflicts. The VVS software may be integrated with Premises Provider's Jail Management System (or "JMS") for one-way data transfers; provided, however, Company shall not be responsible for any charges that may be assessed for the interface or its maintenance by Premises Provider's JMS provider. Premises Provider may use the VVS software for live monitoring and recording with sixty (60) day recording storage, and may create certain data reports based on the data available via the VVS software.

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

6. **Flex Kiosks Enhanced Services.** Company will supply the number of Flex Kiosks set forth in **Section 3**.

- a. **Inmate Flex Kiosks Enhanced Services.** Company will provide the following Enhanced Services through the Inmate Flex Kiosks.
 - i. **Voice Communication.** Outbound voice communications that include the security features and functionality of the inmate telephone service ("ITS") platform.
 - ii. **Video Visitation Service.** Video Visitation Service that permits on-site video visits, or remote video visits using a platform to facilitate inmate communications with family, friends, and attorneys.
 - iii. **Inmate Messaging Services.** Two-way messaging that permits monitored electronic messaging between inmates and their families and friends.
 - iv. **VRS.** Video Relay Service for the deaf or hearing impaired inmates who use American Sign Language (ASL) to communicate.
- b. **Visitor Flex Kiosks.** Company will provide Video Visitation Service that permits on-site video visits between inmates and visitors.

7. **Enhanced Services Rates.** Company may apply and collect the following charges on the use of the Flex Kiosks; provided, however, Company may in its discretion change any pricing other than pricing for voice communication. Taxes, and regulatory and other mandated fees may also apply.

- c. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
- d. On-Premises video visits shall not incur a charge. Remote video visits shall be charged in accordance with the table below. There are no refunds for unused minutes.

Visit Duration	Charge to Visiting Party
25 Minutes	\$10.00

- e. Messaging: \$0.25 per Message Credit (photo and video attachment are only available for inmate friends and family).
 - i. 1-credit per written message
 - ii. 1-credit per photo attachment (in addition to written message cost, if included)
 - iii. 4-credits per video attachment (in addition to written message cost, if included)
 - iv. 8-credits per 10 Gallery Link slots
 - v. 16-credits per 25 Gallery Link slots

8. **Commissions.** Company shall pay Premises Provider a commission every month equal to thirty-five percent (35%) of gross payments collected for revenue generating video visits ("Video Revenue"). Video Revenue does not include taxes, fees and other charges collected on behalf of Local, State, Federal or other governmental agencies. Commission payments shall be completed monthly, and all commission payments shall be final and binding upon Premises Provider unless written objection is received by Company within sixty (60) days of receipt of commission payment by Premises Provider.

Additional Terms

- a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Flex Kiosks, including monitor and record video communication and read electronic messaging sent through the Flex Kiosks. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Flex Kiosks, or compliance therewith. Premises 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 monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider agrees to indemnify, defend, and hold Company and its affiliates 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 Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline.
- b. **Exclusivity and Right of First Refusal.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Flex Kiosks, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, including any products or services that may be delivered through Flex Kiosks, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.

- c. **Early Termination.** If Premises Provider terminates the Agreement before the expiration of term during which the Enhanced Services were deployed, for any reason other than breach by Company, Premises Provider will pay Company within thirty (30) days following termination the amount of Two-Thousand and Two Dollars and Fifty-Eight Cents (\$2,002.58) times the number of months remaining in a sixty (60) month period, commencing from the date of installation of the services described in this Schedule. .

12. Limitation of Liability.

COMPANY AND ITS AFFILIATES AND SUPPLIERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF THE FLEX KIOSK UNITS, OR OTHER ACCESSORIES. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE VIDEO VISITATION UNITS, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE FLEX KIOSK UNITS AND EACH OF ITS COMPONENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF THE FLEX KIOSK UNITS. COMPANY DOES NOT WARRANT THAT THE FLEX KIOSKS WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF THE FLEX KIOSKS WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH THE FLEX KIOSKS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF THE FLEX KIOSKS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

Payment Services Service Schedule

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

I. **SERVICES.** Company shall provide the following Services to the Premises Provider:

- Trust Services
- Intake Kiosks

Company shall receive fees from the senders for the Services ("Fees") according to the pricing as set forth below (the "Transaction Pricing").

Trust Services. This Service allows a sender to fund an account held in trust by Premises Provider on behalf of an inmate while serving his or her sentence ("Inmate Property"). Funds may be transferred from a sender to the trust account through any of the following methods: Company-provided proprietary Deposit Kiosks using cash or a credit card (collectively, the "Kiosk or Kiosks"), payment over the telephone using Company's Interactive Voice Response System ("IVR"), an on-line web-payment portal using a credit card ("Web") and via walk-in retail at certain retail locations using credit card or cash ("Walk-In Retail"). Premises Provider acknowledges and agrees that Company may also accept payments on behalf of other governmental agencies at Kiosks or other payment portals placed in any facility by Company.

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

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

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

Canned messaging services can be added to the lobby Kiosk for senders to send a predetermined text message to a specified inmate in conjunction with a deposit to that inmate. The message will be delivered to the inmate with the notification receipt of the deposit. For each message, Company will charge a fee of \$3.00. Fees will be deducted from the transaction deposit amount going to the Inmate. The Premises Provider will receive a revenue share equal to \$1.00.

Intake Kiosks. This service allows a booking officer to deposit any funds found on the person of an offender upon arrest into an Intake Kiosk (Inmate Property). The funds are then deposited to an account held in trust by Premises Provider on behalf of such inmate while serving his or her sentence. Each Intake Kiosk supplied will accept currency, both cash and coinage for taking of the Inmate Property.

- For each Intake transaction of Inmate Property, Company will charge the sender/inmate a fee of \$3.00 or as follows: For Premises Provider, as long as Premises Provider agrees not to accept cash at the cashiering windows, or Cashier Checks or Money Orders through cashiering window or mail for Trust deposits, the Intake Transaction is provided at NO COST.
- Voice Alert Messaging services can be added to the Intake Kiosk for senders/inmates to send one or more predetermined voice messages to specified phone numbers. For each message, Company will charge a fee of \$3.00 per message. Fees will either be deducted from Intake Property transaction deposit proceeds or by a credit card provided by the Sender/Inmate. The Premises Provider will receive a revenue share equal to \$1.00.

Release Card. Upon completion of an inmate's sentence, any remaining funds held in trust by Premises Provider shall be transferred to a pin-debit card, according to the rules and processes of third-party card issuer. Such Release Card may be used immediately upon release.

Company agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer. Company, as the distributor and the program manager, will provide the release solution and charge a fee as follows:

- Release Card Automated Solution is included at no cost to Premises Provider.

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

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

Building	Type	# of Kiosks to be Deployed
TBD	Lobby Kiosk	1
TBD	Booking Kiosk	1
	Countertop Credit Card Terminal	1

If applicable, cash window will be closed.

II. PAYMENT SERVICES TERMS AND CONDITIONS

1. **Remittance.** For all deposit and payment services designated in this Schedule, Company agrees to transfer all fund amounts, less Fees, including all cash and all approved credit/debit payments, into the appropriate Premises Provider accounts in the designated system. Company will initiate an Automated Clearing House ("ACH") credit to Premises Provider's designated bank account within ninety-six (96) hours after the deposits are authorized and accepted by Company. The sender's destination account will reflect the deposited amount promptly after the deposit is authorized and accepted by Company.
2. **Compliance with Applicable Law.** Company is a licensed "money transmitter" under applicable state laws. Premises Provider will reasonably cooperate with Company to ensure that Company complies with all state laws and regulations applicable to "money transmitters" (the "Money Transmitter Laws"). If Premises Provider is unable or unwilling to comply with the requirements of Company that allow Company to be in compliance with the Money Transmitter Laws, Company may, at its option, immediately terminate the provision of Services without penalty until such non-compliance is remedied.
3. **Systems Interface.** Company and Premises Provider will establish a systems interface that allows for processing of payments directly between the proprietary systems of Premises Provider and Company. Premises Provider and Company shall each bear their own costs to affect the systems interface and confidentiality provisions contained in this Agreement shall apply.
4. **Payment Types and Business Rules.** Premises Provider will provide Company with a list of payment types, the payment amount for each transaction type, and the payment limits for each transaction type. Company will use its default parameters unless Premises Provider specifies unique requirements.
5. **Kiosk.** Prior to the installation of any hardware that may be necessary for Services, Premises Provider shall provide Company with information regarding the location on Premises Provider where the Kiosk shall be located. Premises Provider shall prepare the site for the Kiosk, according to Company's reasonable instructions. Power to the Kiosk is the Premises Provider's sole responsibility. Company will be responsible for all on going cash management and repair of Kiosks.
6. **Promotion.** Company and Premises Provider shall work together to promote the Services. Premises Provider agrees to make its Senders aware of the Services through its website and other mutually agreeable means of advertising. Company will be allowed to distribute marketing material and promotional material to Premises Provider as well as provide a reference link from Premises Provider's website to the URL designated by Company for the sole purpose of promoting the Services.
7. **Title.** Title to all hardware provided by Company for the purpose of providing the Services shall remain solely that of Company. Within 30 days of the termination of this Agreement or within 30 days of receiving notice from Premises Provider of a termination of this agreement, Company shall, at its own expense, remove all of its hardware from Premises Provider premises.
8. **Reporting.** Company will provide Premises Provider with online access to certain transaction information. To the extent such information is provided through password protected access, Premises Provider agrees to keep all user and password information confidential and protect against unauthorized use. Premises Provider will indemnify and hold Company harmless from any lawsuits, claims or other damages resulting from unauthorized use of transaction information that results in whole or in part from the acts or omissions of employees, agents or Companies of Premises Provider.
9. **Release Card.** Company agrees to provide a pin-debit card according to the procedures, rules and processes of the card issuer.

Premises Provider agrees to store all card inventories in a limited access, locked room and all stock must be stored in a secured vault "Safe". Premises Provider must maintain the card log provided by Company and must audit the log monthly for compliance. Premises Provider must provide a copy of the log to card issuer within 5 business days upon request.

10. Money Transmitter Laws. Premises Provider agrees to the following procedures:

- a) For transaction greater than \$3,000 (\$1,000 in AZ) – Company will collect information or have Sender fill out the information included in the Large Dollar Transaction Form. No transactions will be accepted unless the information is collected.
- b) For transaction greater than \$10,000 – Company is required to obtain a signed CTR (Currency Transaction Report) from the Sender. No transactions will be accepted unless the signed CTR is received.
- c) If Company encounters suspicious activity, Premises Provider agrees to provide support and information for reporting such transactions to FinCEN (Financial Crimes Enforcement Network operated by the US Treasury).

11. Overpayments/Underpayments. Company will transmit all payments made through a Kiosk (net of Company Fees) and will not be responsible for collecting any underpayments or refunding any overpayments. Premises Provider shall be solely responsible for collecting any underpayments or refunding any overpayments. Company is only responsible for transmitting the payments made through a Kiosk (net of Company Fees), and assumes no responsibility for determining the sufficiency of any payment made by a user.