



# Human Rights Defense Center

DEDICATED TO PROTECTING HUMAN RIGHTS

June 17, 2016

**Submitted Online Only**

The Honorable Tom Wheeler, Chairman  
Federal Communications Commission  
445 12<sup>th</sup> St. S.W.  
Washington, DC 20554

## **Re: Comment for WC Docket 12-375**

Dear Chairman Wheeler:

The Human Rights Defense Center (HRDC) respectfully submits this comment in response to the Federal Communications Commission's (FCC or the Commission) Request for Comment on Global Tel\*Link Corporation's Petition for Waiver of Deadline to Implement Rules 64.6080 and 64.6090 for Jails, WC Docket No. 12-375.

The families of prisoners forced to deal with Global Tel\*Link (GTL) should **not** be required to continue being financially exploited by paying excessive "per-call or per-connection" charges or "flat rate calling" due to GTL's inability to re-negotiate its jail contracts in a timely manner. GTL "serves approximately 700 jails across the United States"<sup>1</sup> – an estimated 22% of this country's 3,163 jails.<sup>2</sup> It would appear the prison phone companies that service the majority of those jails are not having similar difficulties, given the absence of other petitions for waiver on this Docket. Consumers unfortunate enough to have to deal with GTL should not have to pay more than consumers who deal with prison phone service providers that presumably are able to meet the June 20, 2016 deadline for the FCC's jail phone reforms. GTL had ample notice and opportunity to make arrangements for this eventuality long before the FCC issued its new rules. Not coincidentally, GTL will continue to reap profits off the backs of prisoners' families – the poorest consumers in America – the longer these rules are held in abeyance.

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<sup>1</sup> Global Tel\*Link Corporation's Petition for Waiver of Deadline to Implement Rules 64.6080 and 64.6090 for Jails, WC Docket 12-375, June 1, 2016.

<sup>2</sup> <https://members.aja.org/About/StatisticsOfNote.aspx>.

It is important to note that the reason GTL is running out of time is because it is taking advantage of this opportunity to re-negotiate contracts to do much more than make revisions to those portions of existing contracts affected by the FCC's *Order*,<sup>3</sup> as evidenced by Amendment 1 to a Master Agreement with Pima County, Arizona dated February 24, 2016. (**Attachment 1**)

As detailed in Attachment 1:

1. The Agreement term is extended for two additional years through August 31, 2019. At the time of the amendment there was still over one year remaining on the term of the current Agreement. (Page 1, ¶1).
2. Pima County, Arizona “shall have no right to terminate the Agreement” due to its convenience. (Page 1, ¶2).
3. Enhanced Services, in this case IP-enabled tablets provided by an entity identified as “GTL Enhanced Services, LLC,” will be implemented “as soon as reasonably practicable,” incorporating this service into the Agreement. (Page 1, ¶3).
4. One month following the full deployment of the IP-enabled tablets, **ICS rates will increase from \$2.25 for a 15-minute call (\$0.15/min.) to \$0.20/min.** Additionally, GTL is requiring Pima County to allow ICS “call durations of no less than sixty (60) minutes per call. (Pages 1-2, ¶4).

It isn't until Paragraph 5 of the Amendment that any “negotiating” is done with respect to terms and conditions of the Master Agreement that are affected by the Commission's *Order*, and Paragraph 6 amends the commission kickback to \$0.02/min. on completed calls. Paragraph 7 of the Amendment adds video visitation as an Enhanced Service, also to be implemented “as soon as reasonably practicable following the Amendment Effective Date.” Video visits will cost \$0.30/min., and Pima County will receive a kickback based on a sliding scale of 20-70% based on minutes of use; that is, the more that families can afford to be price gouged, the more money the county stands to make. (**Attachment 1**, pp.16-17 of Exhibit 2).

Let's review: GTL has filed a Petition for Waiver requesting an additional 90 days before implementation of Rules 64.6080 and 64.6090, purportedly because they have not had adequate time to re-negotiate approximately 700 jail contracts. GTL blames its need for a waiver on “confusion” caused by the stays issued by the United States Court of Appeals for the District of Columbia Circuit (DC Circuit). Even if we set aside the fact that the stays were issued as the direct result of GTL's own legal action, it is clear from the Pima County Amendment that GTL is taking this opportunity to re-negotiate all aspects of its contracts – including the addition of “Enhanced Services” to allow the company to not only continue exploiting prisoners' families and reaping large profits after the FCC's jail reforms go into effect, but also to give them the opportunity to further exploit and gouge prisoners and their families by expanding into the new “markets” of video visitation, e-mail (at \$1 per e mail), and game and music downloads.

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<sup>3</sup> *Interstate Inmate Calling Services*, Second Report and Order and Third Further Notice of Proposed Rulemaking, 30 FCC Rcd 12763 (2015).

The only thing GTL needs more time to do is figure out how to make still more money off the poorest, most disenfranchised segment of American society: prisoners and their family members. As another example, now that GTL cannot charge a “connection fee,” which filled its corporate coffers by charging call recipients multiple connection fees due to call limits of 15 or 20 minutes, GTL is now demanding ICS call durations of at least 60 minutes to increase volume. Prisoners’ families should not be required to pay for connection charges or flat-rate phone calls for even one minute past the June 20, 2016 compliance deadline so that the hedge fund that owns GTL can make more money. The impact on prisoners’ families far outweighs the impact on GTL and its multi-billion dollar owner, American Securities.<sup>4</sup>

Enough is enough. HRDC is calling on the Commission to deny GTL’s Petition for Waiver of Deadline to Implement Rules 64.6080 and 64.6090 for Jails. GTL has had adequate time to re-negotiate the terms of its existing jail contracts, easily done by a one-page revision containing the language in Paragraph 5 of the Pima County Amendment. GTL should not be allowed to continue taking financial advantage of prisoners and their families under the guise of needing more time to renegotiate their contracts. This is especially true when such negotiations include efforts by GTL to expand its business (and thus profits) by seeking contract changes to add Enhanced Services, extend contract expiration dates, alter call durations and eliminate the ability of jails to cancel ICS contracts for convenience.

It is with no sense of historical irony that GTL filed its last-minute request to delay compliance with the FCC’s *Order* so it can continue exploiting prisoners and their families. The *Order* is scheduled to go into effect on June 20, or one day after Juneteenth. Juneteenth marks the celebration of the end of slavery in the United States and the day Major General Gordon Granger arrived in Galveston, Texas to inform slaves and slave owners that President Lincoln had ended slavery with the Emancipation Proclamation over two years earlier in 1863. Prisoners’ families have waited for more than a decade for the Commission to act to curb the rapacious greed of prison telecom companies and their government partners. Like the slave owners of old, GTL should not be allowed to “reap one more harvest” off the backs of poor people before these insidious practices are ended. Justice can countenance no further delays. GTL’s request on the eve of Juneteenth for yet another delay in implementing the FCC’s rules should be denied.

Further, we renew our call for the Commission to require ICS providers to post all prison phone contracts and amendments, the rates charged and the kickbacks paid to obtain and keep those contracts on their websites within 30 days of execution. Lack of transparency has long been and remains a problem in the ICS industry; the lengths to which HRDC and other advocates must go in order to obtain documents of “public record” are well-noted on this Docket. Without access to documents like the Pima County ICS contract amendment, as one example, neither the Commission nor the public would have any way of knowing what these companies are doing.

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<sup>4</sup> American Securities boasts of having \$15 billion in committed capital with investments in companies generating \$13 billion in revenue. *See*: [www.american-securities.com/our-firm](http://www.american-securities.com/our-firm).

The Commission also lacks the resources to track down all of these contracts and their kickback provisions. The only way that advocates, taxpayers, consumers and policymakers can make informed decisions is by having this information readily available, not shrouded in secrecy.

Thank you for your time and attention to this matter.

Respectfully submitted,



Paul Wright  
Executive Director, HRDC

Attachment

# **Attachment 1**

## AMENDMENT 1 TO MASTER AGREEMENT

**THIS AMENDMENT 1** ("Amendment") takes effect as of the date signed by all the parties listed in this preamble ("Amendment Effective Date"), shall amend and revise that certain Master Agreement - 1400000000000000428 (the "Agreement"), entered into on or about September 1, 2014, by and between **Global Tel\*Link Corporation** ("Company"), having its corporate headquarters at 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and **Pima County, Arizona** ("Premises Provider"), having its principal place of business at 1270 W Silverlake Road Tucson, AZ 85713. Company and Premises Provider may be referred to herein individually as the "Party" and collectively as the "Parties." All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

**WHEREAS**, the Federal Communications Commission ("FCC") issued its Second Report and Order and Third Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on November 5, 2015 ("FCC Order"), which mandated rates and charges for inmate telephone services, certain transaction fees, and other requirements; and

**WHEREAS**, Company is implementing enhanced communications services using individual handheld IP-Enabled devices, through which inmates at a correctional facility are provided new voice and data services ("Enhanced Services"); and

**WHEREAS**, the Parties have agreed that Company will supply the Enhanced Services at Premises Provider facilities in accordance with the terms of this Amendment, and have agreed to amend the Agreement in order to, among other things, implement the FCC-mandated rates, charges, fees, and other requirements, as further provided 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 Agreement term is hereby extended two additional years, and shall continue until and through August 31, 2019.
2. The Premises Provider shall have no right to terminate the Agreement for Premises Provider's convenience, and all Sections of the Agreement creating such right, however characterized, including, but not limited, Sections 27 and 33 of the Pima County Standard Terms and Conditions, are hereby deleted and of no force or effect. Should any such right survive by action of law, and should the Premises Provider then exercise such right, then Premises Provider shall pay Company for its reasonable costs and expenses in connection with this Agreement, up to the date of termination, including all capital and operating expenses.
3. As soon as reasonably practicable following the Amendment Effective Date, Company will implement Enhanced Services at certain Premises Provider locations, as further described in the attached Exhibit 1, which is incorporated into and made part of the Agreement.
4. Beginning with the first full month following the full deployment of the Enhanced Services as described below and in Exhibit 1, provided also that such full deployment occurs prior to the changes indicated in paragraph 5 below, the call rate for local,

IntraLata, InterLata, and Interstate inmate telephone services ("ITS") calls, whether completed in a collect, debit, prepaid/AdvancePay™ format, or in any other format, shall be revised (and implemented) from two dollars and twenty five cents (\$2.25) per fifteen (15) minute call, to twenty cents (\$0.20) per minute of use, and Premises Provider shall allow call durations of no less than sixty (60) minutes per call. 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. Notwithstanding paragraph 4 above, upon the date the rates, charges and fees mandated by the FCC Order for Jails take effect, the rates and charges for interstate and intrastate ITS calls and associated transaction fees ("Transaction Fees") set forth in the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

**Inmate Telephone Services.**

Interstate and intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: fourteen (\$ 0.14) per minute of use.

**Inmate Telephone Services.**

The call rate for local, IntraLata, InterLata, and Interstate inmate telephone calls, whether completed in a collect, debit, prepaid/AdvancePay™ format, or in any other format, shall be fourteen cents (\$0.14) per minute, without any call surcharge.

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.

**Transaction Fees.** The Company may charge certain Transaction Fees in accordance with 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

**Single-Pay Billing Arrangements.** The 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 their debit or credit card or to bill the cost of a single ITS call to their IP-Enabled phone account. When a consumer chooses to pay for a single

ITS call using either of these methods, the charge shall be any applicable transaction and third-party provider fees and charges, plus the applicable ITS per-minute rate set forth above.

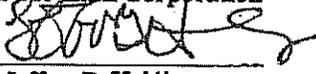
6. Effective from the date the ITS call rates and charges, and the Transaction Fees, are revised pursuant to paragraph 5 above, the commission payable to the Premises Provider under the Agreement shall be two cents (\$0.02) per minute on completed inmate telephone calls using the ITS, and shall be paid within forty five (45) days following the month in which the call took place. The foregoing commission shall be paid on a one-time basis for each completed inmate call, and shall replace any and all commissions or other monies payable under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider, except for the commissions set forth in the attached service schedules as Exhibit 1 and 2.
7. As soon as reasonably practicable following the Amendment Effective Date, Company will implement its video visitation service at certain Premises Provider locations, as further described in the attached Exhibit 2, which is incorporated into and made part of the Agreement.
8. Company will supply one full-time (40 hours per week) onsite project manager to support Company products and services deployed at Premises Provider facilities.
9. The following Sections are added and made part of the Agreement.

“Change-of-Law. Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect the Company’s rights, obligations, or intended benefit under the Agreement shall entitle the Company to, at its option, renegotiate or terminate the Agreement.

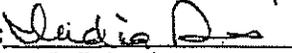
Service Schedules. Any Company Affiliate may sign in its own name a schedule for the delivery of services (“Service Schedule”), and such Service Schedule shall be considered a separate, but associated, contract incorporating this Agreement. For purposes of this Agreement, the term “Company Affiliate” means any entity that controls, is controlled by or is under common control with Company.”
10. Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of Company or Premises Provider.
11. 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 parties hereto, intending to be legally bound, have duly executed this Amendment as of the latest date provided below.

Company:  
Global Tel\*Link Corporation

By:   
Name: Jeffrey B. Haidinger  
Title: President and COO  
Date: 2/24/16

Premises Provider:  
PIMA COUNTY, ARIZONA

By:   
Name: India Davis  
Title: Corrections Chief  
Date: February 19, 2016

**EXHIBIT 1  
SERVICE SCHEDULE  
ENHANCED SERVICES - IP-ENABLED TABLETS**

I. **Applicability.** This Service Schedule applies only to enhanced services. Where "Company" is used in this Service Schedule, it shall mean GTL Enhanced Services, LLC. Additional terms and conditions applicable to Enhanced Services are set forth in the Service Guide, which may be found on Company's website and may be modified from time to time.

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

"Enhanced Services" means enhanced communications, information services, educational, and entertainment products.

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

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

a. Locations.

Building	Location Description	# of Tablets to be Deployed
Pima Main	Main Jail	1700
Pima Mission	Mission Jail	200

IV. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, services, and cabling at no cost to Premises Provider, as follows. 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 termination. Upon termination of Enhanced Services in any Location(s), Premises Provider will collect and deliver to Company all Tablets assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

a. Equipment and Hardware.

i. Tablets. Company will supply one thousand nine hundred (1900) Inspire™ IP-Enabled tablets (individually "Tablet" and collectively "Tablets") for the duration of the Agreement, subject to the following limitations, provided, however, that Company will supply up to four

hundred additional Tablets to accommodate any increase in the inmate average daily population (calculated annually) ("ADP") beyond one thousand nine hundred (1900). The Parties may agree in writing to further add to the number of Tablets to accommodate increases in ADP beyond two thousand three hundred (2300).

1. Each inmate assigned a Tablet must agree to accompanying terms and conditions in order to be granted use of the Tablet.
  2. Company will provide one set of earphones to each inmate supplied a Tablet, and will supply replacement earphones for purchase by the inmate through Premises Provider's commissary service.
  3. Company will not replace or repair any Tablet that is damaged or destroyed by willful act, as determined in Company's discretion.
  4. 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:
    - a. Company will have no obligation during any twelve (12) month period to replace or repair in any housing unit within a Location more than five (5) Tablets or a number of tablets equal to five (5) percent of the Tablets deployed at that housing unit, whichever is greater;
    - b. Company may cease providing the Enhanced Services at any housing unit within a Location, and remove the Tablets deployed in that housing unit, 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 housing unit, whichever is greater.
  5. Company may replace, upgrade, or substitute any or all of the Tablets at any time, provided, however, the specifications of any replacement or substitute Tablets meets or exceeds the specifications of those Tablets initially deployed.
- ii. Additional Hardware and Cabling. Company will provide all hardware, cabling, and circuits necessary to deploy the Enhanced Services at the Locations, subject to the following.
1. Charging Stations. Company will install fifty eight (58) Tablet charging stations (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 stations.

2. Access Points. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

b. Services

- i. Voice Communications. Company will enable Tablets for outbound voice communications that include the features and functionality associated with the inmate telephone platform, including system settings, investigative capabilities, and security features. Headphones equipped with a microphone will be required.
- ii. Content. Company will make available for purchase certain content that may be loaded on or accessed through the Tablets, including music, games, email, and such other content as may be agreed upon in writing by the Parties. The content will be provided on subscription bases that terminate upon Company no longer providing Premises Provider with the 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. Applications will be supplied on a rolling basis as soon as reasonably practicable following deployment of the Enhanced Services. Company reserves the right to alter or discontinue any content, provided, however, that the Premises Provider shall have the right to have content altered or discontinued as necessary to comply with Premises Provider's security regulations.
- iii. Debit Link Accounts. All inmate content and email purchases and infrastructure charges (not including charges for voice communications) will be paid for 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"). 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 the Company web site 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 the Enhanced Services at all Locations or upon an inmate's release. All Link Units purchases by inmate friends or family are final.
- iv. Support and Maintenance. Company will provide all support and maintenance services for the Enhanced Services, including the 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.

- V. **Pricing.** Company may apply the following charges on the use of the Tablets, provided, however, that Company may, upon approval of Premises Provider, which will not be unreasonably withheld, change any pricing other than pricing for inmate voice communications.
- a. Voice Communications: Shall be charged the same rate as Inmate telephone call charges set forth in the Agreement.
  - b. Email: \$1.00 per message sent, provided, however Company shall have the right to reduce the rate to stimulate use of the email service.
  - c. Games. Tiered monthly subscription, priced from \$5.00 to \$15.00 per month. Games may also be sold on an individual basis or provided for free.
    - i. There will be an additional \$5 monthly service infrastructure charge for required service infrastructure.
  - d. Music: \$2.99 per one month subscription.
    - i. There will be an additional \$17 monthly service infrastructure charge for required service infrastructure.
  - e. Replacement Headphones: \$2.49.
  - f. Replacement chargers (where available): \$6.99.

VI. **Commissions.**

- a. Commission on revenue from voice communications completed using the Tablets will be paid in accordance with the terms for ITS under this Agreement. Company will not owe or pay any commission on revenue from purchased content and infrastructure charges (to the inmate) ("Content Revenue") before August 1, 2017. Twelve (12) months following the date of full deployment of the Enhanced Services at all of the Locations, the Parties agree to meet and consider in good faith the payment of commission by Company to the Premises Provider for the period after August 1, 2017, which shall not be less than twenty percent (20%) of Content Revenue ("Base Commission"), provided, further, however, if the Parties cannot agree on a commission rate that is greater than the Base Commission, the Base Commission shall increase by one percent (1%) every three (3) months, beginning November 1, 2017 through the end of the Term. Commission payments will be completed monthly, and all 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.

VII. **Premises Provider Obligations.**

a. Technology. Premises Provider must allow:

- i. The installation and use of Wi-Fi at all Locations;
- ii. the use of wired earphones and lithium batteries for the Tablets;
- iii. installation of Tablet charging stations or inmate access to electrical outlets for wall chargers (as applicable); and
- iv. to be accessed through the Tablets wireless voice communications, music, paid games, inmate email, and any other content agreed upon by the Parties.

b. Operations. Premises Provider must:

- i. Assign a unique Tablet to each inmate having access to a Location and ensure that inmates only use their assigned Tablets;
- ii. distribute one (1) set of earphones to each inmate who is assigned a Tablet on initial assignment of the Tablet;
- iii. allow and facilitate the sale of earphones and other Tablet accessories through its commissary without mark up;
- iv. 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;
- v. 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;
- vi. allow inmate per-voice communication duration of not less than sixty (60) minutes;
- vii. allow the use of Tablets throughout the Locations;
- viii. facilitate the recycling and reuse of tablets each time a Tablet is re-assigned to a new inmate;
- ix. provide Company with secure space to store Tablets and other Company equipment associated with the Enhanced Services;
- x. provide at its expense all necessary power and power source; and

- xi. designate a single point of contact who is authorized to act on behalf of the Premises Provider on all matters involving the Enhanced Services.
- c. Access. 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 the Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.
- d. Use and Alteration. Premises Provider will assign and 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 the Enhanced Services.

VIII. **Additional Terms.**

- a. Monitoring and Recording. Premises Provider acknowledges that the Enhanced Services provides Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record voice communications made through the Tablets, read emails 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 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 (including any communication, educational or entertainment products or services that are or that may be delivered through a Tablet) to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will also have the sole 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 elements for another term extending the period contemplated by the third-party offer.

c. Liability.

COMPANY AND ITS SUPPLIERS SHALL 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 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, THE ENHANCED SERVICES 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 ENHANCED SERVICES. COMPANY DOES NOT WARRANT THAT THE ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF THE ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION IN CONNECTION WITH THE ENHANCED SERVICES.

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 ENHANCED SERVICES, 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.

## EXHIBIT 2

### Service Schedule Enhanced Services – Video Visitation Service

#### **1. Applicability.**

This Service Schedule applies only to Enhanced Services. Where “Company” is used in this Service Schedule, it shall mean GTL Enhanced Services, LLC. Additional terms and conditions applicable to Enhanced Services are set forth in the Service Guide, which may be found on Company’s website and may be modified from time to time.

#### **2. Definitions.**

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

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

“Video Visitation Service” (or “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.

“Video Visitation Unit” means the hardware and equipment that provides access to Video Visitation Services.

#### **3. 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 in any Location(s), Premises Provider will collect and deliver to Company all Video Visitation Units and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

#### **4. Support and Maintenance.**

Company will provide all support and maintenance services for the Enhanced Services, including the Video Visitation Units, 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 Video Visitation Units 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 Video Visitation Units 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 the Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

## **5. Services**

Company shall be responsible for: a) furnishing, installing, repairing and servicing the equipment listed below; b) the performance (alone or through others) of all validation, billing, outclearing and collection services; and c) the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations hereunder. The 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 the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company assumes no liability for any data stored on third party equipment.

Company also does not furnish, maintain or provide consumables for peripheral equipment. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

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 Facility locations, IVR recordings, the Web, and press releases; 3) allow Company to have promotional pricing to make video visitation an attractive alternative.

## **6. 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 Video Visitation recordation 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 video visitation 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 video visitation detail records (DRs) and video visitation recordings contained in the equipment 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.

## **7. Software**

- Visitation Software Deployment Strategy
  - Company shall deploy a hosted application server in the Company video visitation data center.

- Visitation Scheduling
  - Unlimited number of user licenses for the Company Scheduling Software
  - Facility Registration and Scheduling
  - Public Web-Based Registration and Scheduling
    - Multilingual web interface (English, Spanish)
  - Professional Web-Based Registration and Scheduling
- Face-to-Face, On-Premises, and Remote Visitation Management
  - Manage public and professional visits
  - Manage non-contact and contact visits
  - Manage on premises video visitation and remote video visitation
  - Establish set schedules for non-contact visits, contact, visits, on premises video visits, and remote video visits
  - Officer check in for all on premises visits
  - Officer video check-in prior to remote video visitation start
- Fully Configurable Policies
  - Quotas for inmates and visitors, by day or by week, ability to set different quotas for different housing units
  - Assign staff users to user groups with specific privileges
  - Inmate and visitor restrictions
- Automated Conflict Checking
  - Inmate and Station Availability
  - Event Management
  - Inmate and Visitor Quotas
  - Housing Unit Visitation Schedules
  - Inmate and Visitor Restrictions
  - Visitation Center Hours
  - Number of Visitors Per Visit
- Jail Management System (“JMS”) Integration
  - One-way data transfer from the Premises Provider’s JMS: XML view or Database Vi, provided, however, Company shall not be responsible for any charges that may be assessed for the interface or its maintenance by the Premises Provider’s JMS provider.

- Live Monitoring & Recording
  - Live audio and video monitoring for all public video visits (professional video visits are encrypted to prevent live monitoring)
  - Recording of all public video visits (professional video visits are encrypted to prevent recording). Recorded visits to be stored for 60 days.
- Cancellation Notifications
  - Automated Inmate Updates and Cancellation Notices
  - Cancellation notices via email and automated phone messages
- Data Reports
  - Upcoming visitation reports for an entire facility or specific housing unit
  - Who visited whom and how many times (day, week, month, etc.)
  - Visitation types (e.g. normal, professional, etc.)
  - Visitations by housing unit, day of the week, or specific time, location
  - Housing Unit Reports- which station an inmate needs to be at, and at what time
  - Formats include PDF, XLS, and HTML
  - Total visitations by day, week, month, etc.
- Visitor Warrant Check
  - Allows facility to export visitor registration information for 3<sup>rd</sup> party warrant check services and import warrant check results

**8. Hardware**

87 Retrofit VVS Units  
 2 IP-Enabled Units  
 64 Visitor Visitation Units

**9. Rates**

Any on premise video visits beyond those free visits that are required by law will incur a charge of \$0.30 per minute for the duration of the visit.

Remote video visits shall be charged in accordance with the table below. There shall be 10, 25, and 55 minute visits allowed, or any other configuration set by the Premises Provider in agreement with the Company at a rate of \$0.30/minute sold in block minutes of time.

Visit Duration	Charge to Visiting Party
10 Minutes	\$3.00
25 Minutes	\$7.50
55 Minutes	\$16.50

## 10. Commission

Company will pay Premises Provider a commission every month on gross payments collected for revenue generating video visits ("Video Revenue") in accordance with the percentages provided in the table below, as applied each month. Video Revenue does not include taxes, fees and other charges collected on behalf of Local, State, Federal or other governmental agencies. Furthermore, Company will not owe or pay any commission on the first Ninety Seven Thousand Five Hundred Dollars (\$97,500) in Video Revenue collected ("Video Expenditure"), to enable Company to defray some of its capital expenditures in connection with the video visitation service deployed at the Premises Provider facility. Commission payments will be completed monthly, and all 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.

Premises Provider		
Video Visitation Commission		
Monthly Paid Minutes		Commission %
1	- 15,000	20%
15,001	- 22,500	25%
22,501	- 30,000	30%
30,001	- 75,000	50%
75,001	And Up	70%

## 11. Additional Limitation of Liability for Enhanced Services.

COMPANY AND ITS SUPPLIERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF THE VIDEO VISITATION UNITS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY VIDEO VISITATION UNIT 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 VIDEO VISITATION UNITS, HEADPHONES, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

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ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF THE ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION IN CONNECTION WITH THE ENHANCED SERVICES.

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