



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 08/17/20

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Global Tel*Link Corporation (Headquarters: Falls Church, VA)

***Project Title/Description:**

Inmate Communication Systems

***Purpose:**

Award: Master Agreement No. MA-PO-21-016. This Master Agreement is for an initial term of five (5) years to provide revenue in the estimated amount of \$6,000,000.00 and includes five (5) one-year renewal options. Administering Department: Sheriff.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, for Requisition No. RQM 21-017, the Procurement Director approved the use of Maricopa County Contract No. 180214 RFP, which was awarded through competitive procedures reasonably similar to those set forth by Pima County Procurement Code.

PRCUID:384479

Attachment: Cooperative Procurement Agreement.

***Program Goals/Predicted Outcomes:**

To allow inmates to communicate remotely with persons outside of a Pima County detention facility and access to educational and entertainment products.

***Public Benefit:**

Increased revenue and ethical treatment of inmates in custody in Pima County detention facilities.

***Metrics Available to Measure Performance:**

Reports that measure use of equipment.

***Retroactive:**

No.

TO: CORB 8-12-20 (1)

VERS: 1

PGS: 19

AUG 17 2020 12:56 PM CLK OF HD

MS

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 21-016
Commencement Date: 09/01/20 Termination Date: 08/31/25 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 6,000,000.00

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:**

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Kelsey Braun-Shirley, Procurement Officer Shirley

Kelsey Braun-

Department: Procurement Mary Jo Furphy

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____
(Required for Board Agenda/Addendum Items)

Telephone: (520)724-7466

Nancy Page

Digitally signed by Nancy Page
Date: 2020.08.11 09:46:12
-07'00'

Pima County Procurement Department
Administering Department: Sheriff

Project: Inmate Communication Systems

Contractor: Global Tel*Link Corporation
3120 Fairview Park Drive Suite 300
Falls Church, VA 22042

Amount: \$6,000,000.00 (Estimated Revenue)

Contract No.: MA-PO-21-016

Funding: Inmate Welfare Fund

COOPERATIVE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and Global Tel * Link Corporation ("Contractor")
- 1.2. Authority. Pima County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. Pima County has entered into such an agreement with Maricopa County (Pima County contract no.124468-00).
- 1.3. Contract.
 - 1.3.1. Maricopa County entered into a contract (180214 RFP) for specified goods and services with Global Tel*Link Corporation, a correctional technology company ("Contractor"), which is currently in effect (the "Maricopa County Contract"). The Maricopa County Contract is incorporated into this Contract by this reference except for Exhibits D, E, and F. The parties are replacing them with Exhibits 1, 2, and 3 to this Contract. The terms and conditions set forth in this Contract control over any inconsistent provisions in the Maricopa County Contract.
 - 1.3.2. Section 6.0 of the Maricopa County Contract provides that another governmental entity with which Maricopa County has a cooperative purchasing agreement may, with Contractor's approval, purchase products and services at the same prices and under the same terms as in the Maricopa County Contract.
- 1.4. Purpose. The Pima County Sheriff's Department requires inmate communications systems to allow inmates to communicate remotely with persons outside of a Pima County detention facility.

2. **Term.**

2.1. Original Term. This Contract is effective for a five-year period commencing on September 1, 2020 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.

2.2. Extension Options. County may renew this Contract for up to five (5) additional periods of up to 1 year each (each an "Extension Option").

3. **Scope of Services.** Contractor agrees to furnish Pima County with inmate communication equipment and services, including telephone, enhanced communications, information and educational services and entertainment products. ("Services") described in Exhibit's 1, 2 and 3 to this Contract (Service Schedules), under the terms and conditions of the Maricopa County Contract except as modified by this Contract.

4. **Compensation and Payment.** Contractor will pay County the amounts set forth in Exhibits 1, 2, and 3 to this Contract under the terms and conditions of the Maricopa County Contract except as modified by this Contract.

5. **Indemnification Clause.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

6. **Insurance Requirements.** Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.1. Insurance Coverages and Limits: Contractor will procure and maintain, until all of its obligations have been discharged, coverage with liability limits not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.

6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal

injury, bodily injury, broad form contractual liability and products-completed operations.

- 6.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
 - 6.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
 - 6.1.4. Network Security (Cyber)/Privacy Insurance – Coverage shall have minimum limits not less than \$2,000,000 Each Claim with a \$2,000,000 Annual Aggregate. The insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
- 6.2. Additional Coverage Requirements:
- 6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
 - 6.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
 - 6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - 6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County is excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).
- 6.3. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet

all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

- 6.4. Notice of Cancellation: Contractor must notify Pima County, within two (2) business days of Contractor's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.

6.4.1 Verification of Coverage:

- 6.4.1.1 Contractor must furnish Pima County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
- 6.4.1.2 County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement.
- 6.4.1.3 Contractor must provide the certificates to Pima County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.
- 6.4.1.4 All insurance certificates must be sent directly to the appropriate County Department.

- 6.5 Approval and Modifications: The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager, and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Compliance with Laws**. Contractor will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that any subcontractors will be appropriately licensed. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
8. **Non-Appropriation of Funds**. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and

available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

9. **Public Information.** Pursuant to A.R.S. § 39-121 et seq. all documents submitted to County by Contractor, including but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.
10. **Written Orders.** County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone. If an order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the NTE Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

11. **Amendments.** The parties may modify, amend, alter, or extend this Contract only by a written amendment signed by the parties.
12. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

13. **Notices.** Notices regarding this Agreement should be addressed to:

Mary Jo Furphy, Procurement Director
Pima County Procurement
150 W. Congress Street Tucson, AZ 85701

(520)724-8198 Maryjo.furphy@pima.gov

Alicia Freeman, Vice President
Global Tel*Link Corporation Contracts & Procurement
3120 Fairview Park Drive Suite 300 Falls Church, VA 22042
(571)267-2805 alicia.freeman@gtl.net

(The remainder of page is left blank intentionally)

IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

APPROVED:

Chairman, Board of Supervisors

Date: _____

Global Tel*Link Corporation


Authorized Officer Signature

Alicia Freeman, VP Contracts & Procurement
Printed Name and Title


Date: 8/10/2020

ATTEST:

Clerk of the Board

Date: _____

APPROVED AS TO FORM:



Deputy County Attorney

8/4/2020

Date

EXHIBIT 1: INMATE TELEPHONE SERVICE SCHEDULE

This Service Schedule applies only to inmate telephone service ("ITS"). Where "GTL" 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 GTL's website, which may be modified from time to time.

1. Equipment and Features.

Telephones and Workstations		
Workstations	Inmate Phones	Platform
Existing & Installed	181 wall mounted phones	ICMV

GTL Telephone Investigative 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, & Debt Calling
Hot Alert
Audit Tools
TDD/TTY Capability
Call Prompts in English and Spanish

GTL Enhanced Investigative Features
Full-time Dedicated Offsite Intelligence Analyst
Voice IQ Initial Voice Biometrics Stops PIN sharing
Call IQ Advanced & Call IQ Basic Keyword Search/Word Recognition application. Includes Translation Capabilities
Unlimited Reverse Number Lookup (BNA)
Data IQ - Advanced Investigative Data Analysis
Called Party IQ - Detection of prisoner-to-prisoner telephone calling
Phone IQ - Phone Type Identification

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 GTL are installed at the Facility owned or controlled by Pima County or any of its agencies or affiliates, such property shall remain in all respects that of GTL. GTL 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. GTL shall not exercise such a right of removal or relocation unreasonably. GTL shall notify Pima County in writing of its intention to remove or relocate equipment prior to such action. Upon removal of equipment by the GTL, GTL shall restore said premises to its original condition, ordinary wear and tear accepted; however, GTL 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. Pima County 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.

GTL shall be responsible for: (a) furnishing, installing, repairing and servicing the equipment listed above; (b) the establishment (if and to the extent required of GTL 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 GTL; (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, out clearing and collection services; and (f) the handling of all billing and other inquiries, fraud control, and all other Services essential to the performance of GTL's obligations under this Agreement. GTL reserves the right to pursue loss or damages for unbillable calls, debts, or fraud by the inmate users of the tablets.

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

GTL 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.

Within 45 days from the full execution of this agreement GTL agrees to provide County with a one-time payment in the amount of \$500,000.

For the calendar years beginning with January 1, 2021 and January 1, 2022 GTL agrees to pay Pima County an annual guaranteed payment in the amount of \$1,000,000. For the calendar years beginning with January 1, 2023, January 1, 2024, January 1, 2025 GTL agrees to pay Pima County an annual guaranteed payment of \$1,200,000. Annual guaranteed payments shall be paid within 45 days following the first day of the calendar year

Payments will be delivered to the address listed in this Section, which may be changed by County from time to time upon notice to GTL in accordance with terms of the notice provision of this Agreement.

**Pima County Adult Detention Complex
1270 West Silverlake Road
Tucson Arizona 85713**

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) Local and Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.20 per minute of use.
- d) International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: Rates published on the GTL website.

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 GTL 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 GTL in connection with such programs.

5. Transaction Fees for Inmate Telephone Services. GTL 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. GTL 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.** County agrees that GTL has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control any telephone recording or monitoring by County, or compliance therewith. County 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. GTL disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. County shall be solely responsible for any liability, costs and expenses relating to any claims made against GTL arising out of failure of County (or the GTL at the direction of the County) to comply with such law, regulation or guideline. County acknowledges that all call detail records ("DRs") and call recordings contained in the inmate telephone system equipment GTL to County are the exclusive property of the County for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that GTL 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.** County will not allow any products or services that compete with those supplied by GTL during the term of the Agreement to be, or to remain, installed at any County facilities, including present and future County locations. GTL will have the exclusive right to provide the products and services implemented at County facilities through the Agreement, and those other inmate communication, tablet educational or entertainment products or services sought by County during the term of the Agreement, whether the products or services are for inmates located at a County facilities or at third-party facilities; provided, however, that GTL may choose to not exercise this exclusive right. For the avoidance of doubt, nothing herein shall be construed to restrict County's current educational offerings.
- 8. National Fusion Center Services.** GTL may use County Data (collectively "County Data") which GTL maintains as part of the Services under the Agreement, in order to provide analytic and forensic capabilities, real time alerts, and other intelligence information products and reports ("National Fusion Center Service" or "Service") to County and to GTL's other correctional facility customers who have also agreed that GTL may use their customer data.

9. GTL will make available to County a web-based highly secure Learning Management System (LMS) a solution that is currently installed.
10. GTL will continue to make available to County Lexis Nexis Law Library content.
11. GTL will continue to provide Lobby and Intake booking kiosk including bail with no changes to current fees or charges for payment services including a Debit Release Card for inmates.
12. GTL will work with the County's Commissary Provider to allow inmates to purchase commissary via a GTL Tablet. Any cost for the interface between County's Commissary Provider and County's Spillman JMS will be not be paid by GTL.
13. County agrees to allow GTL to beta test products and technologies at County's facilities so long as such testing does not materially affect the provision of services to County and that County finds no issues with the product that may compromise security.
14. County agrees to provide references for GTL to other current or prospective GTL customers at GTL's request.

EXHIBIT 2: ENHANCED SERVICES – IP ENABLED TABLETS SERVICE SCHEDULE

1. Applicability. This Service Schedule applies only to the enhanced services referenced. Where “GTL” 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 a tablet 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”). GTL 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 GTL to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

<u>Location</u>	<u>Location Description</u>	<u>IP-Enabled Tablets</u>
Pima County Sheriff's Office Main Jail Adult Detention Complex	1270 West Silver Lake Road Tucson Arizona 85713	2 to 1 per Average Daily Population (ADP)
Minimum Security Facility 1801 S Mission Road Tucson Arizona 85713	1801 S Mission Road Tucson Arizona 85713	2 to 1 per Average Daily Population
Ajo, District Jail (Wall Phones Only)	1249 W. Ajo Well Road Ajo, Arizona 85321	1 Tablet

4. GTL Provided Equipment, Services and Cabling. GTL will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to County. GTL 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 County upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), County will collect and deliver to GTL all Tablets and related equipment assigned to the Location(s) and provide GTL a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. Support and Maintenance. GTL will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. GTL will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. County 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 County will permit GTL 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 GTL to perform its obligations herein.

6. Tablets. GTL will supply the number of Tablets set forth in **Section 3** for the Term of the Agreement, subject to the following limitations and conditions. Tablets shall at all times remain the sole and exclusive property of GTL. Each inmate provided with access to a Tablet must agree to terms and conditions to be granted use of the Tablet. GTL will install Tablet charging enclosures (individually "Station" and collectively "Stations") at locations agreed upon by the Parties. GTL will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

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

- i. Content. GTL will make available certain content through the Tablets, including music, games, electronic messaging, eBooks ("Content"). Content will be provided on a per minute basis access. Content will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. GTL reserves the right to add, alter or discontinue any Content in cooperation with Pima.
- ii. Tablet Video Visitation. Remote video visitation via GTL Tablet
- iii. Inmate Accounts. All Tablet usage may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends (individually "Inmate Account" and collectively "Inmate Accounts"). Inmates fund the Inmate Account by transferring monies from their trust account. Inmate friends and Family fund an inmate's Inmate Account by deposits made through GTL consumer channels. Transaction Fees may apply. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate's release. Inmate friends and family deposits are final.

b. GTL Obligations. GTL will provide one headset to each inmate who has access to a Tablet and will supply replacement silicon earbuds for purchase by the inmate through County's commissary service. GTL shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute any or all of the Tablets at any time. GTL may also change the number of Tablets deployed in cooperation with County.

c. County Obligations. In order to provide connectivity to the wireless devices, GTL will deploy an AWN (Advanced Wireless Network 5G/HD and/or LTE) wireless network within the County facilities. Wireless signal is heavily influenced by environment: including, but not limited to walls, doors, windows, stairs, and other building material, electrical components such as microwave ovens, radio communications and other wireless networks and devices. GTL does not guarantee wireless coverage will be sufficient for the functionality of wireless devices in all facility areas, even when those areas are deployed for wireless coverage by GTL. Wireless signal quality may fluctuate periodically throughout the day which may reduce the quality of Services. GTL will make reasonable best efforts to maximize wireless signal quality but may not be able to resolve all coverage issues. In some case GTL may require the installation of additional antennas, repeaters, access points, cables, conduit, and electrical to service the wireless network at County facility. If County does not provide access or allow install of equipment to GTL's specifications, wireless coverage quality may be reduced, and GTL is not obligated to further resolve coverage issues. In addition, County 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; and (iii) installation of Tablet charging enclosures; and (iv) allow at least 80% of the average daily population of each housing unit physical access to the tablets and services for no less than 12 hours per day, excluding any inmates in areas that are impracticable, restricted or unsafe such as mental health, disciplinary areas, intake or release. Upon GTL request, this would be measured by the average daily population count with access to the tablets (excluding inmates in the areas defined

above) divided by total population of the housing unit. In addition, County must: (1) distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (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, and silicon earbuds (4) allow the creation of Inmate Accounts for inmates and the use of the accounts for payment of Content usage and video visitation fees ; (5) allow inmate family and friends to make deposits into Inmate Accounts ; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to GTL by either County, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide GTL with secure space to store Tablets and other GTL equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the County on all matters involving Enhanced Services, including reporting to GTL any damage or malfunction with equipment; and (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time. County 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 GTL for use with Enhanced Services.

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

- a. Inmate Content Access: \$0.05 per minute (paid content)
- b. Video Visitation Services: \$0.25 per minute Remote Visit Price
- c. Replacement Headphones or Earbuds: \$4.00
- d. Messaging from Inmate Family and Friends (charged to inmate family and friends):
 - i. \$0.25 per written message.
 - ii. \$0.50 per photo attachment (in addition to charge for any written message, if provide)
 - iii. \$1.00 per video attachment (in addition to charge for any written message, if provided)
 - iv. No charge for County Documents for PDF inmates notices or housing unit rules etc.

8. Additional Terms

- a. **Monitoring and Recording.** County acknowledges that the Enhanced Services provide County with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record communication made through the Tablets, and monitor content streamed on the Tablets. County further acknowledges and agrees that GTL has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by County of the use of the Tablets, or compliance therewith. County 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. GTL disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. County agrees to indemnify, defend, and hold GTL and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against

GTL arising out of failure of County (or the GTL at the direction of the County) to comply with such law, regulation or guideline.

- b. **Exclusivity.** County will not allow any products or services that compete with those supplied by GTL during the term of the Agreement to be, or to remain, installed at any County facilities, including present and future County locations. GTL will have the exclusive right to provide the products and services implemented at County facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by County 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 County facilities or at third-party facilities; provided, however, that GTL may choose to not exercise this exclusive right.

c. **Limitation of Liability**

EXCEPT FOR LIABILITY FOR INDEMNIFICATION, GTL AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND GTL 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 COUNTY PERSONNEL. FURTHERMORE, GTL 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. COUNTY 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, GTL 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. GTL DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. GTL DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND GTL WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

EXCEPT FOR LIABILITY FOR INDEMNIFICATION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GTL 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 GTL 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.

EXHIBIT 3: ENHANCED SERVICES – FLEX KIOSKS SERVICE SCHEDULE

1. Applicability. This Service Schedule applies only to services provided for use on the Flex Kiosk (as defined below). Where "GTL" 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 using a platform to facilitate inmate communications with family, friends, and attorneys.

3. Deployment Locations. Flex Kiosks, or equivalents, will be continued to be deployed at the currently installed locations and may be altered by agreement of the parties (individually "Location" and collectively "Locations"). After consultation with the County and with the County's consent, GTL 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. GTL will provide Flex Kiosks based upon current number provided to County, however, the number of Flex Kiosks to be installed is subject to change by mutual agreement after completion of site surveys.

4. GTL Provided Equipment, Services and Cabling. GTL will supply and install equipment, hardware, circuits to deploy Enhanced Services at the Locations at no cost to County. County will supply and install all required wiring and cabling in accordance with GTL specifications. GTL will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. GTL will install 560 NFC Tablet Docking Stations for inmate Tablet Video Visitation. Upon termination of Enhanced Services in any Location(s), County will provide GTL a reasonable opportunity to collect all Flex Kiosks and associated equipment and hardware (except cabling).

- a. **Video Visitation Services.** GTL shall be responsible for the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of GTL's obligations hereunder. GTL reserves the right to control unbillables, bad debt and fraud. County and GTL 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 GTL to promote the use of video visitation through, among others, the distribution of promotional material at County Facility locations, IVR recordings, the Web, and press releases; (3) allow GTL to have promotional pricing to make video visitation an attractive alternative.
- b. **VVS Software.** GTL shall deploy a hosted application server in GTL video visitation data center. GTL'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 County to (1) manage public and professional visits; (2) manage non-contact and contact visits; (3) manage on premises video visitation; (4) establish set schedules for non-contact visits, contact visits, on premises video visits; (5) have officer check in for all on premises visits; and (6) have officer video check-in prior to video visitation start. County 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 County's Jail Management System (or "JMS") for one-way data transfers; provided, however, GTL shall not be responsible for any charges that may be assessed for the interface or its maintenance by County's JMS provider. County 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. GTL will provide all support and maintenance services for the Flex Kiosks, subject to the limitations described herein. GTL will respond promptly to all support requests. County 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. County will permit GTL 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 GTL to perform its obligations herein.

6. Lobby & Inmate housing Flex Kiosks Enhanced Services. GTL will supply & maintain the existing/currently installed Video Visitation Flex Kiosks.

- a. Inmate Flex Kiosks Enhanced Services. GTL 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 using a platform to facilitate inmate communications with family, friends, and attorneys.
 - iii. VRS. Video Relay Service for the deaf or hearing-impaired inmates who use American Sign Language (ASL) to communicate.
- b. Visitor & Inmate Flex Kiosks. GTL will provide Video Visitation Service that permits on-site video visits between inmates and visitors.

7. Enhanced Services Rates Onsite Lobby Visiting GTL may apply and collect the following charges on the use of the Flex Kiosks; provided, however, GTL 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. **The inmate's first on-Premises video visit per week shall not incur a charge.** Additional on-premise video visits after the first one per week shall be charged in accordance with the table below. There are no refunds for unused minutes.

Visit Duration	Charge to Visiting Party
20 Minutes	\$7.95

8. Additional Terms

- a. **Monitoring and Recording.** County acknowledges that the Enhanced Services provide County 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. County further acknowledges and agrees that GTL has no responsibility to advise County with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by County of the use of the Flex Kiosks, or compliance therewith. County 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. GTL disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. County agrees to indemnify, defend, and hold GTL and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against GTL arising out of failure of County (or the GTL at the direction of the County) to comply with such law, regulation or guideline.
- b. **Exclusivity.** County will not allow any products or services that compete with those supplied by GTL during the term of the Agreement to be, or to remain, installed at any County facilities, including present and future County locations. GTL will have the exclusive right to provide the products and services implemented at County facilities through the Flex Kiosks, and otherwise through the Agreement, and those other inmate communication, tablet educational or entertainment products or services sought by County 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 County facilities or at third-party facilities; provided, however, that GTL may choose to not exercise this exclusive right. For the avoidance of doubt, nothing herein shall be construed to restrict County's current educational offerings.
- c. **Early Termination.** If County terminates the Agreement before the expiration of term during which the Enhanced Services were deployed, for any reason other than breach by GTL, County will pay GTL its substantiated and unamortized capital and related expenditures less residual value of any capital equipment in connection with deployment of Enhanced Services..

Termination: Pima County reserves the right to terminate and MA, PO, DO, DOM or award, in whole or in part at any time, without penalty or recourse, when it is in the best interests of the County. GTL will be given a thirty (30) day written notice. Upon receipt of written notice, GTL will cease all work as directed by the notice, notify all subGTLs of the effective date and termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by the GTL under the contract become property of Pima County and GTL must deliver them promptly to the County. GTL is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

9. Limitation of Liability.

EXCEPT FOR LIABILITY FOR INDEMNIFICATION, GTL AND ITS AFFILIATES AND SUPPLIERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND GTL IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF THE FLEX KIOSK UNITS, OR OTHER ACCESSORIES. FURTHERMORE, GTL 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. PIMA COUNTY 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, GTL 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. GTL DOES NOT WARRANT THAT THE FLEX KIOSKS WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. GTL DOES NOT WARRANT THAT USE OF THE FLEX KIOSKS WILL BE CONTINUOUS OR UNINTERRUPTED AND GTL SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH THE FLEX KIOSKS.

EXCEPT FOR LIABILITY FOR INDEMNIFICATION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GTL 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 GTL 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.