

**MEMORANDUM of UNDERSTANDING (MOU)
BETWEEN**

The Fort Bend County Sheriff's Office, 1410 Williams Way Blvd, Richmond, Texas 77469 and
Global Tel*Link Corporation ("GTL"), 12021 Sunset Hills Road, Suite 100, Reston, VA 20190

SUBJECT: Inmate Banking Services

1. **PURPOSE.** This MOU outlines the Pricing, Fees, Services, and Responsibilities of GTL and the Fort Bend County Sheriff's Office (the "County") relative to the provisioning of Inmate Banking Services for inmates housed at the County Sheriff's Office Correctional Facilities.

2. **SCOPE.** This MOU covers Inmate Banking services to be provided through walk-up, ATM style self service kiosk to be located at the County Sheriff's Office Correctional Facility and through an online e-commerce web site.

3. **UNDERSTANDING.**

- a) The County will receive two (2) lobby style kiosks from GTL at no charge for the collection of inmate "commissary" funds, bond payments (when available) and for the collection of inmate destination prepay funds.
 - i) GTL or a subcontractor will collect the "Cash Only" transaction revenue from the kiosks and manage the process of depositing same into the relevant financial institution account(s).
 - ii) GTL assumes liability for any and all fraudulent transactions accepted through the kiosks including, but not limited to counterfeit bills and credit card charge backs. In the event that counterfeit bills are accepted by the kiosks, GTL will reimburse the County for any loss suffered due these bills being accepted.
 - iii) GTL at its expense, will supply the County with all maintenance and supplies (paper, bill cartridges, etc.) required to operate the kiosks.
 - iv) GTL will provide appropriate network and internet connectivity to facilitate the operation of the kiosk software.
 - v) In the event that any County visitors damage the equipment, the County will make best efforts to detain the visitor and call the authorities. GTL will, at its sole discretion, press charges in order to recover damages. In any event, GTL will repair or supply a new machine on a priority basis.
- b) "Cash Only" transactions processed at the kiosks will be charged a flat fee of three dollars and fifty cents (\$3.50)
- c) Credit Card transactions processed at the kiosks will be charged standard GTL fees to cover such items as credit card charge-backs and credit card usage
- d) Credit Card transactions processed via the GTL Web Payment option will be charged standard GTL fees to cover such items as credit card charge-backs and credit card usage fees.
- e) Standard GTL credit card fees are :
 - \$ 0.00 - \$ 25.00 = \$ 3.50
 - \$ 25.01 - \$ 50.00 = \$ 4.25
 - \$ 50.01 - \$100.00 = \$ 5.75
 - \$100.01- \$200.00 = \$ 8.25
 - \$200.01 - \$300.00 = \$11.50
 - \$300.01 - \$400.00 = \$14.50
 - \$400.01 - \$500.00 = \$16.50
- f) All fees generated by the use of the inmate banking services are the property of GTL. GTL will issue an invoice each month for all fees collected by County on behalf of GTL during the prior month.
- g) Deposits of funds into an inmate's trust fund account that are made by a credit card transaction originated at a kiosk, via web payment option via an Interactive Voice Response ("IVR") system, or any other payment method agreed upon by the parties ("Credit Card Funds"), will be processed by GTL as the authorized agent of the County. In its capacity as the County's agent, GTL will: (1) process Credit Card Funds for transfer to the applicable inmate trust account established and maintained by the County via Automated Clearing House ("ACH") (or as otherwise agreed); and (2) operate (if agreed) the systems or software managing the inmate trust funds. GTL will continue to collect identifying information about funds transmitters funding the inmate trust account by credit card using its existing procedures.
- h) The County hereby appoints GTL as its authorized agent to process Credit Card Funds on behalf of the County for delivery to the County. The County expressly acknowledges that, whether or not it actually receives the

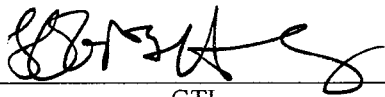
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Credit Card Funds from GTL, the County must treat the Credit Card Funds as if they have been received into the designated inmate trust fund. GTL agrees to indemnify the County for direct losses arising from GTL's failure to remit Credit Card Funds to the County. In addition, in exchange for the placement of the kiosk by GTL, the County appoints GTL, as the sole and exclusive provider (i) of kiosks and transaction services related thereto for collection of inmate "commissary" funds and (ii) for the collection of inmate destination prepay funds for all of the County's Sheriff's Office facilities.

- i) GTL may make modifications to, among other things, the following, to reflect the relationship among GTL, the County, and senders of Credit Funds: its form of transaction record or receipt information (including email confirmation receipt), Web Payment terms and conditions and service description, computer terminal configuration and display, and transaction report format.
- j) County acknowledges that due to the weight and bulk of the kiosk unit that there is a risk of injury should the unit be tipped over onto a bystander. County agrees that to ensure the safety of staff, inmates and the general public the kiosk unit(s) will be secured to floor by industrial strength double sided tape. GTL, County maintenance or a contractor of the County's choosing will fasten the unit to the floor, at the County's discretion, at the time of the kiosk installation.

4. **EFFECTIVE DATE.** The effective date of this agreement is the latest date of signature as noted below.

5. **TERMINATION.** Either party may terminate this Agreement upon (45) days written notice to the other party. This Agreement shall be coterminous with the Inmate Telephone Service Agreement dated January 12, 2009 and subject to the renewal terms of same.



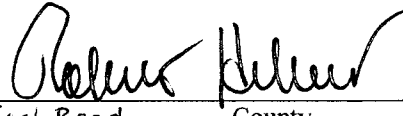
GTL

Name: Jeffrey B. Haidinger

Title: President, Services

12-13-11

(Date)



Fort Bend County

Name: Robert Hebert

Title: County Judge

December 13, 2011

(Date)