

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT ("Third Amendment") takes effect as of the date signed by all parties listed in this preamble ("Effective Date"), and amends and revises that certain Agreement, dated December 10, 2019, as amended from time to time (the "Agreement"), by and between Global Tel*Link Corporation d/b/a ViaPath Technologies with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the "Contractor"), and County OF FRESNO, a Political Subdivision of the State of California with an address of 1225 M Street, Fresno, California 93721 (the "County") (Contractor and County collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WITNESSETH:

WHEREAS, County and Legacy Long Distance Int'l Inc. (hereinafter "Original Contractor"), entered into that certain Agreement, County number 19-727, dated December 10, 2019 (hereinafter "Agreement"), pursuant to which Original Contractor agreed to provide Local, IntraLata, InterLata, and Interstate telephone and video visitation services, victim notification services, and other relates services, as more fully stated therein, to inmates incarcerated in County Jail Facilities;

WHEREAS, Original Contractor transferred, assigned all of its rights and interest in, and delegated all of its obligations and duties under, the Agreement to Contractor, under that certain Consent to Subcontractor and Assignment of Agreement (the "Consent and Assignment"), subject to County's consent thereof;

WHEREAS, County and Contractor agreed under the First Amendment, dated January 26, 2021, as an inducement for County to enter into the Consent and Assignment, the additional services and equipment set forth therein and, for services or equipment not completed or provided thereunder, then to be completed and provided by Contractor;

WHEREAS, County and Contractor agreed under the Second Amendment, dated March 8, 2022, to implement the California Public Utilities Commission ("CPUC") issuance of its Order Instituting Rulemaking to Consider Regulating Telecommunication Services Used by Incarcerated People, Rulemaking 20-10-002, Decision Adopting Interim Rate Relief for Incarcerated Person's Calling Services, issued on August 23, 2021 and effective forty-five days thereafter on October 7, 2021 ("CPUC Order"), which mandated certain interim rate caps for inmate telephone services, ancillary service charges, and other requirements and the Federal Communications Commission ("FCC") issued its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on May 24, 2021 ("FCC Order"), which mandated certain rate caps for inmate telephone services and ancillary service charges, and other requirements; and

WHEREAS, County and Contractor desire to enter into this Third Amendment to enable Contractor and County to conduct a pilot program to provide tablets for the use by County's inmates, and a continuing enhanced program if the pilot program is successful.

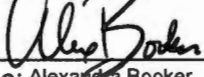
NOW, THEREFORE, in consideration of the promises and covenants set forth in this Third Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. **Tablet Pilot Project:** The Parties agree that Contractor shall conduct a Pilot Program in accordance with the terms of Exhibit A, "Tablet Pilot Program".
2. **Term:** The Parties agreed to extend the Term of the Agreement for one (1) additional year through December 31, 2023, by letter dated November 3, 2022.
3. **Service Schedules:** Upon successful completion of the Pilot Program as defined in Exhibit A, the enhanced tablet program and services ("Enhanced Program") set forth in the Service Schedules listed below, and attached to this Amendment as Exhibit B shall be delivered to County:
 - Exhibit B: Enhanced Program – IP-Enabled Tablets (reference Attachment A for ViaPath's Tablet Features)
4. The following Section is hereby added to the Agreement:
"GTL Enhanced Services, LLC will provide services in its own name, as set forth in the service schedule attached to the Agreement as Exhibit B provided, however, that Contractor is responsible for its Affiliates' performance pursuant to the applicable Service Schedule."
5. The following Section is hereby added to the Agreement:
"This Agreement does not grant to Contractor any right to control or exclusively possess all or any portion of any County facility and at any time authorized County staff may enter County facilities where Contractor is providing services."

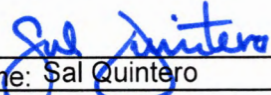
In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Third Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Third 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 Third Amendment on behalf of the entity for which they are signing.

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

**Global Tel*Link Corporation d/b/a ViaPath
Technologies**

By: 
Name: Alexandra Booker
Title: Contracts Manager
Date: June 28, 2023

County of Fresno

By: 
Name: Sal Quintero
Title: Chairman of the Board of Supervisors of the County of Fresno
Date: 8-22-2023

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By:  Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0096
Subclass: 17700
Department: 1500
Account: 4896

Exhibit A
Tablet Pilot Program

A. Purpose: The purpose of the Tablet Pilot Program (“Pilot Program”) between the County and Contractor is evaluate, test, use and benefit from the Contractor’s IP-Enabled Tablets in three (3) of the County’s Jail housing units. Upon successful completion of the Pilot Program, the Parties shall mutually agree in writing upon a full-scale implementation schedule for the Enhanced Program and rollout for the remainder of the County’s housing units.

B. Definitions

1. **“Deliverable”** means the Products that Contractor delivers to the Install Location by the end of the Pilot Program Period.
2. **“Install Location”** means the installation location for the Products as agreed by the Parties, which shall be the County’s Housing Units D, E and F.
3. **“Pilot Program Period”** means the period of thirty (30) days beginning after the Pilot Ramp-Up Period, during which the County may test, use, and benefit from the Products for the Purpose.
4. **“Pilot Program”** means the pilot program participation by the County of certain Pilot Program Products of the Contractor.
5. **“Products”** shall mean Contractor’s IP-Enabled Tablets.
6. **“Purpose”** means the evaluation, testing, using, and benefitting from the Products used during the Pilot Period for the purpose of allowing the County to use and examine the Products for continued future use in all County Housing Units.
7. **“Pilot Program Ramp-Up Period”** means the period of sixty (60) days beginning upon execution of the Third Amendment to the Agreement. During the Pilot Ramp-Up Period, Contractor shall conduct site surveys to confirm the County’s current infrastructure is capable for conducting the Pilot Program.

C. Pilot Program Use of Products

1. The County agrees to use the Products solely for the Purpose during the Pilot Program Period.

D. Term

1. Upon execution of Amendment 03 to the Agreement, the Contractor shall have sixty (60) days to complete the Pilot Program Ramp-Up Period. During the sixty (60) day Pilot Program Ramp-Up Period, the Contractor shall conduct site surveys to ensure the County’s current infrastructure (wiring and cabling) are sufficient to successfully complete the Pilot Project. Should the Contractor conclude that the County’s infrastructure is not sufficient for the Pilot Program, the Parties may mutually agree in writing to terminate the Pilot Program. The Sheriff, or his or her designee, shall have the authority to terminate the Pilot Program on behalf of the County.
2. The Pilot Program Period shall commence after completion of the Pilot Program Ramp-Up Period and shall be for a period of thirty (30) days. Unless otherwise

terminated by the Parties, the Pilot Program Period shall continue in effect until the end of the Pilot Program Period.

E. Acceptance & Rejection

1. Upon completion of the Pilot Program Period, Contractor shall send County a notice of completion within ten (10) business days of delivery of the Products at the Install Locations. The notice shall affirm that Contractor considered the Pilot Program successful, if that is the case, and Contractor intends to proceed with the Enhanced Program.
2. Upon delivery of the notice of completion, County shall have thirty (30) business days to accept the Deliverables associated with the Pilot Program (the "Acceptance Period"). To accept the Deliverables, County shall provide written acknowledgement and written acceptance via the Contractor's Deliverable Acceptance form within the Acceptance Period.
3. If the County reasonably believes that Contractor did not deliver the Products in conformance with the Pilot Program, County will notify Contractor, in writing, with specific reasons delineated, of its rejection of the Products within the Acceptance Period. Contractor shall have the opportunity to address the County's issues and then re-present for the County's written acceptance. Following these corrections, County shall have an additional **thirty (30) business days** to accept or reject the Deliverables with the corrections provided.
4. If Contractor does not receive a written notification of the specific reasons for the rejection of the Products within the Acceptance Period, or if County again rejects the Deliverables with the corrections provided, the County's Jail Captain, or his or her designee, and Contractor's Account Manager shall participate in a meeting within ten (10) business days following the thirty (30) business day expiration, to discuss a resolution.
5. If County and Contractor cannot come to an agreement to correct the Deliverables following the meeting described in subsection E.4., then the Pilot Program shall terminate and the Enhanced Program shall not occur.
6. Upon written acceptance by County of the Deliverables, the Parties will mutually agree upon a full-scale rollout implementation schedule for the remaining housing units. The full-scale rollout shall fall under the terms and conditions of Exhibit B to the Agreement.

F. Commission

1. There will be no commission paid by Contractor to County during the Pilot Program.

Exhibit B

Tablet Service Schedule Enhanced Program - IP-Enabled Tablets

1. Applicability. This Service Schedule applies only to the Enhanced Program referenced. Where “Contractor” 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 Program” means enhanced communications, information services, educational, entertainment and products.

“IP-Enabled Tablets” (or “Tablets”) means a tablet device capable of allowing access to the enhanced services in the Enhanced Program.

3. Deployment Locations. The Enhanced Program will be deployed at the locations listed in the table below (individually “Location” and collectively “Locations”). Contractor may terminate the Enhanced Program 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 Contractor to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

Location	Location Description
Fresno County Jail (Main)	1225 M Street, Fresno, CA 93721
N. Annex Jail	1265 M Street, Fresno, CA 93721
W. Annex Jail	2208 Merced Street, Fresno, CA 93721

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

5. Support and Maintenance. Contractor will provide all support and maintenance services for

the Enhanced Program, including the Tablets, subject to the limitations described herein. At no cost to the County, Contractor will replace, at Contractor's cost, up to fifty percent (50%) of deployed tablets per year to cover normal wear and tear, as determined by the Contractor. If additional tablets are requested in writing or required to maintain a contractual inmate-to-tablet ratio above the 50%, the additional tablets will be provided at a rate of up to \$249.99 per tablet, which includes shipping, processing, maintenance and the software license for the use of the tablets. Contractor will invoice County for the total number of additional tablets that have been shipped. Contractor will retain ownership of the tablets and all licensed software. Contractor 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 may not be available while being repaired or maintained. The County will permit Contractor 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 Program, at such times and for such purposes as reasonably necessary or appropriate to permit Contractor to perform its obligations herein, subject to County's security requirements; if required, County shall provide security escorts for Contractor personnel.

6. Tablets. Upon successful completion of the Pilot Program as defined in Exhibit A, the Tablets will be delivered to the County. Contractor will provide Tablets at County's facility at a 3:1 ratio (3 inmates to 1 Tablet). For the AD SEG and Lockdown facilities, Contractor will maintain a 1:1 ratio. The number of Tablets may be adjusted up or down based upon mutual, written agreement of the County and Contractor. Contractor 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 the Tablets at any time during the Term. Tablets shall at all times remain the sole and exclusive property of Contractor. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Contractor will install Tablet charging enclosures (individually "Station" and collectively "Stations") at locations agreed upon by the Parties. Contractor will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location. Contractor shall ensure that at least five (5) of the tablets shall be configured to comply with the Americans with Disabilities Act ("ADA").

- a. The Enhanced Program. Contractor will provide the following enhanced services via the Tablets:
 - i. Inmate Content Access. Contractor will make available access to certain content through the Tablets, including music, games, electronic messaging, eBooks ("Content Access"). Content Access will be provided on a per minute basis. Content Access will be supplied on a rolling basis as soon as reasonably practicable following deployment of the Enhanced Program. Contractor reserves the right to add, alter or discontinue any Content Access.

- ii. Education: Contractor will provide education services after completion and acceptance of the full-scale rollout of Tablets, as described in Attachment A.
- iii. Law Library: Contractor agrees to provide access to a law library on the Tablets, as described in Attachment A.
- iv. Video Visitation. Contractor agrees to provide on-premises and Remote video visitation with no less than sixty (60) days online recording storage.
 - i. Voice Communication. Contractor will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service (“ITS”) platform supplied by Contractor. Headsets equipped with a microphone will be required.
 - ii. Inmate Accounts. All Tablet usage minutes 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 Contractor consumer channels. Transaction Fees may apply (refer to Table 1 below). Funds in an Inmate Account may only be returned to an inmate upon termination of the Enhanced Program at inmate’s Location or upon an inmate’s release. Inmate friends and family deposits are final.

Table 1:

The following ancillary service charges apply in California pursuant to rules adopted by the California Public Utility Commission:

Automated Payment Fee for credit card, debit card, and bill processing fees	Not permitted
Live Agent Fee	Not permitted
Paper Bill/Statement Fee	Not permitted
Third-Party Financial Transaction Fee	\$5.95 per transaction when transaction is paid via a live agent \$3.00 per transaction when transaction is paid via automated payment system
Fees for Single-Call and Related Services	Not permitted

b. **Contractor Obligations.** Contractor 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. Contractor 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.

c. **County Obligations.** County shall allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz through 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation by Contractor of Tablet charging enclosures; and (iv) access to no less than 80% of its inmates to paid Content subject to the payment by the inmate of Content usage fees listed herein. In addition, County shall: (1) distribute the Tablets to inmates according to County's 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 use with Contractor's products; (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 Contractor by either County, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide Contractor with approximately 30 square feet of secure space at the Locations to store Tablets and other Contractor equipment associated with the Enhanced Program; (9) provide at its expense all necessary power and power sources; (10) designate a single point of contact authorized to act on behalf of the County on all matters involving the Enhanced Program, including reporting to Contractor 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 anyone 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 Contractor for use with the Enhanced Program. However, the parties agree that these Tablets and associate software will be utilized by inmates in the County's Jail Facilities, and the County is not responsible for any damage to or tampering with Tablets, equipment, and associate software by such inmates at County's Jail Facilities.

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

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

b. **Paid Inmate Content Access:**

1. Standard Profile: \$0.05 per minute
2. Promotional Profile: \$0.03 per minute

3. Free Profile: \$0.00 per minute
- c. Video Visitation Services:
 - a. On-Site Video Visitation – No cost
 - b. Remote Video Visitation - \$0.35 per minute.
- d. Replacement Headphones or Earbuds: \$4.00
- e. Messaging From Inmate Family and Friends (charged to inmate family and friends):
 1. \$0.25 per written message
 2. \$0.25 per photo attachment (in addition to charge for any written message, if provided)

8. Commissions. Contractor will pay County Commissions as follows:

- **Voice Communications:** Commission on revenue from voice communications completed using the Tablets will be paid in accordance with the terms of the Agreement, which is currently a monthly payment in the amount of **forty thousand dollars (\$40,000)**.
- **Video Commission:** Contractor shall pay County in accordance with the terms of the Agreement, which is currently **eighty percent (80%)** of all billable revenue from all voicemails, and remote video visitations.
- **Messages, Photo Attachments and E-Cards:** Commission on revenue from messages, attachments and E-Cards completed using the Tablets will be paid in accordance with the terms of the Agreement which is currently twenty-five percent (25%) of such revenue.
- **Paid Inmate Content:** There will be no Commission paid for Paid Inmate Content.
- **Timing of Payments:** All Commission payments will be completed monthly, in accordance with the terms of the Agreement, and all Commission payments will be final and binding upon the County unless written objection is received by the Contractor within sixty (60) days of receipt of a Commission payment by the County.

9. Pilot Program & On-Site Technician Contractor will conduct a Pilot Program in accordance with Exhibit A to the Agreement.

Upon completion of the Pilot Program and the County's written approval in accordance with Exhibit A, the Contractor shall deliver Tablets to the remaining County Housing Units in accordance with a mutually agreed upon written schedule and the terms in this Exhibit B. The Contractor shall provide an additional one (1) full-time, on-site, Systems Technician within sixty (60) days of final delivery of the Tablets to the remaining Housing Units.

10. Additional Terms

Monitoring and Recording. County acknowledges that the Enhanced Program provides 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 Contractor 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. Contractor 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 Contractor and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Contractor arising out of failure of County (or the Contractor at the direction of the County) to comply with such law, regulation or guideline. However, it is understood that before an inmate can use the Tablet, the inmate must review and accept Contractor's Terms of Use. Additionally, there is an acknowledgment feature in Contractor's system to allow the County to customize a notice to inmates.

a. Reserved.

b. Limitation of Liability

CONTRACTOR AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND CONTRACTOR IN NO WAY GUARANTEES THE EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. CONTRACTOR AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY FORESEEN OR UNFORESEEN PHYSICAL HARM OR OTHER INJURY CAUSED BY THE MISUSE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES BY INMATES IN COUNTY'S FACILITIES. 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 ENHANCED PROGRAM AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF THE ENHANCED PROGRAM. COMPANY DOES NOT WARRANT THAT THE ENHANCED PROGRAM WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF THE ENHANCED PROGRAM WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH THE ENHANCED PROGRAM.

- c. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, 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 PROGRAM, INCLUDING THE TABLETS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

- d. **Removal of Property.** Upon the termination or expiration of this Agreement, Contractor shall remove any and all Property, including tablets and all related equipment, located in the Jail Facilities within thirty (30) days following the termination or expiration of this Agreement, with the cooperation of the COUNTY. If Contractor fails to remove any such Property from the Jail Facilities within such time, and such failure continues for forty-five (45) days following the expiration or termination of this Agreement, all Property not removed shall become the property of County.

Attachment A – ViaPath’s Tablet Features

ViaPath will provide Fresno County with our latest, secure, state-of-the-art Inspire wireless tablet solution, which includes all the required hardware, wiring, infrastructure, software, and applications, as described in this Attachment A, at no cost to Fresno County, unless otherwise noted.

Inspire® Wireless Tablet

ViaPath created our Inspire® wireless tablets exclusively for the corrections environment. Using cutting-edge technology, Fresno County inmates use hardened handheld tablets through our secure, wireless network as multimedia communications devices. ViaPath’s solution allows mobile communication and features for inmates on the Inspire tablet while providing safety and security protocols. The tablet will enable ViaPath to provide inmates access to phone calling, inmate services, music, and media content, facility and informational documents, educational content, and other communication products, such as e-mail directly from their housing units. ViaPath’s solution provides the monitoring, reporting, and security protocols Fresno County requires and more.

Tablet Applications

ViaPath’s tablet solution will provide the following applications.

Paid Access

- **Inmate Calling** (Using the inmate telephone platform)
- **Video Visitation** (On-site and remote scheduled video visitation directly from the tablet)
- **Visit Now Video Visitation** (On-demand video visitation directly from the tablet)
- **Messaging** (Secure inmate electronic messaging)
- **Law Library selected vendor** (There will be a cost associated with the County’s selected vendor. ViaPath has existing relationships with the following Law Library vendors: LexisNexis, Casemaker, Fastcase, Westlaw, Legal Research Associates.)
- **ViaPath Educational Content** (Premier Package content)
- **Multi-Media Applications**
 - **ViaPath Audiobooks** (A library of approved audiobooks)
 - **ViaPath Podcasts** (A library of approved episodic audio files)
 - **ViaPath Movies/Video On-Demand** (Allows inmates to watch movies and video features); Inmates can purchase access to the Movies App through the ViaPath tablet usage model.
 - **Streaming Music** (Provides inmate access to a world of music and radio)
- **Games Center** (Access to authorized games)
- **News & Sports Content** (Secure access to a selection of entertainment RSS feeds)

Free Access

- **Photo Gallery App** (Allows inmates to store photographs)
- **Facility Info** (Inmate and facility information documents, including PDF, with photo acknowledgment feature)
- **Request App** (Inmate information and program requests)
- **Grievance App** (Inmate complaints and concerns)
- **Commissary App** (Commissary ordering)
- **Law Library Access** (Inmate access to requested state/federal law information): Through the touchscreen interface, ViaPath can provide inmates access to law library resources anywhere there is connectivity. We have integrations with most law library

Attachment A – ViaPath’s Tablet Features

vendors and will work directly with the contracted provider on your behalf.

- **Meditation** (App for meditation and sleep)
- **Account Info** (Inmate trust account balance and recent activity access)
- **Contacts** (Inmate’s contacts who have accepted an invitation for communication)
- **ViaPath Free Books** (Access to authorized digital books, including religious and self-help options)
- **ViaPath Help** (A collection of Help and FAQ materials)
- **Dictionary** (Merriam-Webster or Oxford Spanish-English translator)
- **Calculator** (Basic-function calculator)
- **ViaPath Educational Content** (Learning Management System and other content resources)
 - Cypherworx
 - Dr. Christian Conte content
 - Honest Jobs
 - Steve Coplan – Right Thinking Foundation
 - Edwins Leadership and Restaurant Institute
 - The Brian Hamilton Foundation
 - US Department of Labor – Career One Stop
 - Prison Fellowship

ViaPath Education Package

The Foundations Package is a standard no-cost offering to our customers that consists of a Content Management System (CMS) and Learning Management System (LMS). This package includes a wide range of educational and reentry-focused content available through ViaPath applications and the content management system, and may include various educational offerings from various providers, including Edovo Education. The available content includes over 500 courses and training programs plus 1000’s learning resources. Instructors can monitor student progress, administer testing, and provide certificates of completion. The LMS offers more than 2,000 eLearning courses in a variety of categories.

The content is categorized in a way that is easy for learners to navigate and understand. Our Education and Reentry courses contain some of the most robust content in the industry and include:

- Electronic library
- Rehabilitation courses intended to improve personal resilience and reduce recidivism Courses geared towards career exploration, job search, and resume building
- Faith-based courses for religious education and self actualization Substance abuse and mental health self-help courses
- Academic and vocational educational courses - all accessed securely via ViaPath tablets

For more specialized and in-depth specialty programs, ViaPath offers several Premier offerings. These programs are offered á la carte and are designed to provide coursework, services, and support to developing and mature support programs within a facility. Select topic areas covered in the Premier Package include:

- Financial Literacy from Right Thinking (ViaPath exclusive)
- Mental Health, Anger Management and Parenting from Dr. Christian Conte (ViaPath Exclusive)
- Substance Abuse programs from Breaking Free

Attachment A – ViaPath’s Tablet Features

- GED (General Education Development) prep from iPathways

Additional programs for post-secondary education, vocational education, and professional certificates are also available.

The ViaPath tablet technology makes it easy for users to navigate between educational and vocational programming, facility services, and communication tools. Our user interface features a sleek and modern design, displays custom user icons, and prioritizes ease of use and optimal functionality for both staff and incarcerated learners. While the education content can be made available on a kiosk, due to the amount of time a detainee may spend utilizing the education app, ViaPath recommends it only be placed on the tablet.

The ViaPath Education and Reentry programs are used by a wide range of incarcerated students at dozens of our partner facilities, including many who have never held a tablet and/or lack basic computer literacy. We built our user interface and tutorials with these students in mind. The platform was developed as a stand-alone, self-guided user experience; therefore, the entire user interface is incredibly straightforward and user-friendly.

The ViaPath tablet technology makes it incredibly easy for users to navigate between educational and vocational programming, facility services, and communication tools. Our user interface features a sleek and modern design, displays custom user icons, and prioritizes ease of use and optimal functionality for both staff and incarcerated learners. The overall Education and Reentry program provided by ViaPath will positively impact your ability to deliver comprehensive education, rehabilitation, reentry, and reintegration programs for your incarcerated population. Our streamlined interface, reporting tools, and support materials are developed with the intent to work with you to help you create and grow your existing programs.

Foundations Package

Content Management System (CMS) and CORE Content

The CMS is the heart of the ViaPath Foundations package and includes 500+ courses and over 20,000 learning resources. The entire catalog of materials is open to all users, eliminating the need for staff to assign specific courses to users to make them available; however, staff can assign courses to specific students to help them manage their education and personal growth journey.

CORE contains free content that includes the following topic areas:

- Careers & Job Skills (60+ Courses)
- Mental Health & Meditation (15+ Courses)
- GED: Math & Finance (15+ Courses)
- GED: Language Arts (100+ Courses)
- GED: Science & Social Science (15+ Courses)
- Religion & Spirituality (175+ Courses)
- Spanish Content (55+ Courses)
- Medicine & Health (15+ Courses)
- Family & Personal Growth (30 Courses)
- Personal Growth (20+ Courses)
- Resources (10+ Courses)

Attachment A – ViaPath’s Tablet Features

The CMS also provides a platform for several partners to publish their content. The use of CMS in this manner means that most of our partner content is available through one seamless interface.

- Cypherworx (over 2,000 eLearning course)
- Dr. Christian Conte (Several short courses by Dr. Conte are included in the Foundations Package; additional, in-depth courses on Anger Management and Zen Parenting, and custom-tailored live or remote support, are available as Premier offerings)
- Honest Jobs (The Honest Jobs job board is available on the ViaPath Tablets in the Foundations Package at no extra cost. Post-release, users can create an account on the Honest Jobs website and access a national “Digital Resource Center,” which connects them with helpful resources such as food, transportation, housing, and more.)
- Steve Coplan – Right Thinking Foundation (financial literacy course)
- Edwins Leadership and Restaurant Institute (culinary education)
- The Brian Hamilton Foundation (The StarterU content includes coursework, videos, offline work, and self-reflection. ViaPath has exclusive access to seasons 1 and 2 of the Free Enterprise television show, which follows returning citizens and other entrepreneurs on their business journeys. These episodes are included in the Foundations package at no additional cost.)
- US Department of Labor – Career One Stop (tools, resources, information)
- Prison Fellowship