



Master Agreement #:99SWC-NV22-13385

Contractor: Global Tel*Link Corporation d/b/a ViaPath Technologies ("ViaPath" or "Contractor")

Participating Entity/State: **STATE OF OREGON**

On December 21, 2021, the State of Nevada ("Lead State") issued a Request for Proposals, 99SWC-S1154, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program ("NASPO ValuePoint"), and other purchasing entities seeking offers from qualified and responsible proposers to provide Inmate Communications. Lead State executed Master Agreement No. 99SWC-NV22-13385 ("Master Agreement"), which consists of contract terms and conditions and other attachments.

This Participating Addendum (also referenced as "Addendum") is entered into by the State of Oregon Department of Administrative Services (DAS) Procurement Services on behalf of State Agencies and ORCPP members (each a "Participating Entity") and the Contractor for the purpose of participating in NASPO ValuePoint Master Agreement Number 99SWC-NV22-13385.

The State of Oregon ("State" or "Oregon") is a member of NASPO ValuePoint. The State, by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), on behalf of the Oregon Department of Corrections ("Purchasing Entity" or "ODOC"), has elected to participate in the Master Agreement, subject to the terms and conditions of this Addendum as a Participating State, also and in the alternative referred to in the Master Agreement as a Participating Entity. This Addendum is effective when all necessary approvals have been obtained and signed by the parties ("Effective Date").

DAS PS and Contractor agree:

Master Agreement Terms and Conditions:

1. Scope:

- 1.1. Goods and Services Available under Addendum.** This Addendum covers the Inmate Communications Master Agreement led by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

The following products or services are included in this Addendum: only Trust accounts and payment services.

- 1.2. Terms and Conditions; Order of Precedence.** This Addendum contains additional terms and conditions applicable to individual Contracts between Contractor and Purchasing Entities. In the event of a conflict between the terms and conditions of this

Addendum, the Master Agreement, and a Contract, the following descending order of precedence applies:

- 1) This Addendum, less its exhibits;
- 2) Exhibit 1 of this Addendum (Oregon Terms and Conditions);
- 3) Exhibit 4 of this Addendum (Description of Services)
- 4) Exhibit 2 of this Addendum (Insurance);
- 5) Exhibit 3 of this Addendum (Contractor Data);
- 6) Exhibit 5 of this Addendum (Contract form);
- 7) Terms and conditions of the Master Agreement and its exhibits and attachments.

1.3. The above referenced exhibits to this Addendum are hereby incorporated by this reference. Nothing in this Addendum limits Contractor's obligations under the Master Agreement unless otherwise noted herein. If a Contractor obligation in this Addendum conflicts with a Contractor obligation of the Master Agreement, the order of precedence in this Section 1 applies.

2. Participation: This NASPO ValuePoint Master Agreement and this Participating Addendum may be used only by ODOC. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Addendum are as follows (or their named successors):

Contractor

Name:	Global Tel*Link Corporation d/b/a Via Path Technologies
Address:	3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042
Telephone:	540.935.6605
Email:	Douglas.farmer@gtl.net

Participating Entity

Name:	Kaliska King, CPPB, OPBC
Address:	1225 Ferry St SE, Salem, Oregon 97301
Telephone:	503.798.1907
Email:	Kaliska.king@das.oregon.gov

4. Participating Entity Modifications or Additions to the Master Agreement. These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions, in addition to the provisions set forth in Exhibits 1-5.

5. Tax Compliance: Contractor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state. Contractor shall, throughout the

duration of this Addendum and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes: (i) all tax laws of this state, including but not limited to taxes referenced in ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any violation of this Section 5 constitutes a material breach of this Addendum and any Contract issued under this Addendum. Any violation entitles DAS PS or Purchasing Entity to terminate this Addendum or the applicable Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Addendum or the applicable Contract, and to pursue any or all of the remedies available under this Addendum, a Contract, at law, or in equity, including but not limited to:

- Termination of this Addendum or the applicable Contract, in whole or in part;
- Exercise of the right of setoff and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Purchasing Entity's setoff right, without penalty; and Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief.
- DAS PS or Purchasing Entity may recover any and all damages suffered as the result of Contractor's breach of this Addendum or the applicable Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

These remedies are cumulative to the extent the remedies are not inconsistent, and DAS PS or Purchasing Entity may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

- 6. Participating Addendum Integration:** This Addendum, including its exhibits, and the Master Agreement set forth the entire agreement between Contractor and Participating Entity with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein. Any attempt to modify or add or incorporate terms and conditions inconsistent with, and contrary to, the terms and conditions of this Addendum and the Master Agreement through a Contract or other document is null and void and hereby rejected.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: THE STATE OF OREGON, acting by and through the Department of Administrative Services, Procurement Services	Contractor: Global Tel*Link Corporation d/b/a ViaPath Technologies
Signature: 	Signature: 
Name: John Anglemier	Name: Alexandra Booker
Title: State Procurement Manager	Title: Contracts Manager
Date: 12/1/2023	Date: November 8, 2023

Exhibit 1

Oregon Specific Terms and Conditions

- 1. Definitions.** The following terms have the meanings set forth below. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits. A Contract entered into between ODOC and Contractor may also include additional defined terms.

“Adults in Custody (AIC)” means an individual that is under the supervision of the Oregon Department of Corrections.

“Business Days” means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding State of Oregon holidays and business closure days.

“Calendar Days” means contiguous days.

“Contract” means the ordering instrument issued by ODOC or Work Order Contract entered into by ODOC and Contractor pursuant to this Addendum that specifies the type of Services that Contractor will provide to the ODOC.

“Deposits” means a sum of money placed or kept in a bank account or entrust for safekeeping.

“Sender” means the individual or entity using the Contractor’s services to deposit funds into an AIC Trust Account.

“Services” includes all Trust Account and Payments services to be provided by Contractor to ODOC, AICs and Friends and Families as described in the Master Agreement, Exhibit 4 of this Addendum, and elsewhere in this Addendum.

“State Identification Number (SID Number)” means a unique State Identification Number assigned to each AIC reported to the Oregon State Police Identification Services Section.

“Transaction Fee” means the fee Contractor may charge a Sender for depositing funds into an AIC Trust Account.

“Trust Account” means an established trust account for each AIC that corresponds to the State Identification (SID) number issued to an individual AIC.

2. Contracts.

2.1 Contract Formation. ODOC may enter into a Contract for the Services under this Addendum, in a form substantially similar to the Work Order Contract form attached hereto as Exhibit 5 following the descriptions and processes described in Exhibit 4 and elsewhere in this Addendum. A Contract entered into between an ODOC and Contractor is formed by issuance of an ordering instrument as agreed upon between ODOC and Contractor. If necessary, ODOC may request additional insurance or ODOC and/or Contractor may set forth special terms and conditions applicable to the Services, information, or funding. Special terms and conditions may include specifications, terms and conditions for hosting, security, privacy and data protections, and terms required by state or federal law or regulations (such as a business associate agreement).

2.2 Intended Beneficiaries. DAS PS and Contractor are the only parties to this Addendum and are the only parties entitled to enforce its terms. ODOC is the only intended beneficiary of this Addendum.

ODOC and Contractor are the only parties to a Contract, unless the Contract specifically states otherwise, and are the only parties entitled to enforce a Contract's terms. Adults in Custody and their Senders are intended beneficiaries of a Contract.

3. Payment Provisions.

3.1 ODOC will not be obligated to make any payment for Services under this Addendum or a Contract. All payments will be made by Friends and Family acquiring the Services. No fees will exceed the maximum amount payable under a Contract, unless the maximum additional amount payable is agreed upon by ODOC and authorized by in writing. The Fee schedule will follow the Contractor's cost proposal in the Master Agreement.

3.2 ODOC will not be obligated to pay any travel expenses unless expressly agreed upon in a Contract. Any ODOC obligation to pay travel expenses, including transportation, lodging, or meals, is subject to the rates and limitations set under Oregon law. Contracts with the State of Oregon are subject to the rates and limitations of the Statewide Travel Policy, currently found online at: <http://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf>.

3.3 Cost for Services. The cost of Services are set forth in the Master Agreement, which includes Contractor's cost proposal. Due to the limited nature of the Services available under this Addendum, only the Payment for Services set forth on page 8, section A6, applies to the Services under this Addendum.

4. Warranties. ODOC is entitled to the warranties, rights, remedies, and benefits under the Master Agreement, and this Addendum for any Contracts entered into by ODOC under this Addendum. Without limiting the generality of the warranty provisions of the Master Agreement, Contractor represents and warrants to DAS PS and ODOC that:

- 4.1** Contractor has the power and authority to enter into and perform this Addendum and each Contract entered into under this Addendum, and that this Addendum and any Contract entered into under this Addendum, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms.
- 4.2** All Services to be performed under Contracts entered into under this Addendum will be performed in accordance with the provisions, representations, and applicable professional or industry standards, and that only workmanship of the first quality will be employed in the performance of the Services.
- 4.3** Contractor shall secure on behalf of ODOC and Adults in Custody and their Friends and Family all rights to use Services and deliverables.
- 4.4** Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or State Agency.
- 4.5** All Services and any deliverables are free and clear of any liens or encumbrances, and that Contractor has full legal title or sufficient rights to use any third party intellectual property included in the Services.
- 4.6** Contractor has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security, and privacy of Data. Contractor shall monitor, periodically assess, and update its physical, technical, and logical security controls and risk to ensure continued effectiveness of those controls.

- 4.7** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Master Agreement. All warranties provided in this Addendum are cumulative and will be interpreted expansively so as to afford ODOC the broadest warranty protection available.

5. Indemnification.

- 5.1 Contractor General Indemnity.** Contractor shall defend, save, hold harmless and indemnify the ODOC and the State of Oregon and their subdivisions, officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, statutory penalties, costs and expenses ("Claims") of any nature whatsoever resulting from, arising out of or relating to the activities of Contractor or its officers, employees, subcontractors or agents under the Addendum.
- 5.2 ODOC Indemnity.** ODOC shall indemnify the Contractor from any loss, cost, damage, expense, or liability to the extent resulting from, or arising out of, claims by a third party relating to a breach by ODOC of its obligations under this Addendum or a Contract.
- 5.3 Infringement Indemnity.** Contractor shall, at Contractor's sole expense, defend, save, hold harmless and indemnify ODOC and the State of Oregon and their subdivisions, officers, employees and agents from and against any and all costs, damages, attorneys' fees, and any and all costs resulting from, relating to, or arising out of a claim that any aspect of the Services furnished under a Contract infringes a patent, utility model, industrial design, copyright, mask work, trademark, trade dress, or any other legally cognizable intellectual property right of any third party (an "Infringement Claim").
- 5.4 Control of Defense and Settlement.** Contractor's obligation to indemnify ODOC as set forth in this Addendum is conditioned on ODOC providing to Contractor prompt notification of any claim or potential claim of which ODOC becomes aware that may be the subject of those sections. Contractor shall have control of the defense and settlement of any claim that is subject to this section; however, neither Contractor nor any attorney engaged by Contractor may defend the claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.
- 5.5 Remedies.** If any Services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if ODOC is prevented from exercising its rights under this Addendum or a Contract based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the ODOC and Adults in Custody and their Friends and Family the right to continue using the allegedly infringing Services, or replace or modify the Services so that they become non-infringing; provided that the replacement or modified Service meets the specifications set forth in the applicable Contract to the satisfaction of the ODOC. If the foregoing remedies are not available, then ODOC will terminate the allegedly infringing Services, and Contractor will refund ODOC's payments, in full, for the allegedly infringing Services.

6. Term and Termination of Addendum.

- 6.1** Term. Subject to DAS PS' right to terminate this Addendum, it is the intent of the parties that this Addendum be co-terminus with the Master Agreement. In the event the Lead State extends the term of the Master Agreement, the term of this Addendum will extend to such new expiration date without further action by DAS PS. This Addendum remains in effect until the earlier of (i) the expiration or termination of the Master Agreement, or (ii) expiration or termination of this Addendum in accordance with its terms.
- 6.2** Termination for Convenience. DAS PS may terminate this Addendum, in whole or in part, at any time upon 30 calendar days' prior written notice to Contractor.
- 6.3** DAS PS' Right to Terminate for Cause. In addition to any other rights and remedies DAS PS may have under this Addendum, DAS PS may terminate this Addendum, in whole or in part, after first providing written notice to Contractor of Contractor's material breach of this Addendum or under one or more Contracts and affording the Contractor thirty (30) Calendar Days within which to cure the breach.
- 6.4** Upon receipt of written notice of termination, Contractor will stop performance under Contracts if and as directed by State.
- 6.5** Termination under any provision of this Addendum does not extinguish or prejudice State's or an ODOC's right to enforce this Addendum or a Contract with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the State or an ODOC to indemnification by Contractor.

7. Term and Termination of Contracts.

- 7.1** Contract Term. The effective date of a Contract may be no earlier than the date it is fully executed and approved in accordance with applicable law. A Contract will remain in effect until the date stated in the Contract, unless terminated or extended in accordance with its terms. A Contract entered into before the expiration or termination of the Master Agreement and this Addendum will continue for the term stated in the Contract unless it is terminated earlier.
- 7.2** ODOC and Contractor may mutually agree to terminate a Contract at any time.
- 7.3** ODOC may, at its sole discretion, terminate a Contract, in whole or in part, upon 30 calendar days' written notice to Contractor.
- 7.4** ODOC may terminate a Contract, in whole or in part, immediately upon written notice to Contractor, or at such later date as ODOC may establish in such notice, upon the occurrence of any of the following events:
 - 7.4.1** Federal or State laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Services under the Contract is prohibited or ODOC is prohibited from paying for such Services from the planned funding source.
 - 7.4.2** Contractor has undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or State Agency.
 - 7.4.3** Contractor commits any material breach of this Addendum or the Contract.
- 7.5** Upon receipt of written notice of termination, Contractor will stop performance under the Contract as directed by ODOC.
- 7.6** Termination of a Contract does not extinguish or prejudice ODOC's right to enforce the Contract with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of ODOC to

indemnification by Contractor. In addition, termination of a Contract does not extinguish or prejudice ODOC's right to enforce the warranty, indemnification, governing law, venue and consent to jurisdiction provisions of this Addendum. If a Contract is so terminated, ODOC will pay Contractor in accordance with the terms of the Contract (including this Addendum) for Services delivered and accepted by ODOC.

8. Transition; Return of Property.

8.1 Upon termination (including by expiration) of this Addendum or a Contract for any reason whatsoever, the Parties shall have no further obligations to each other, except that Contractor shall provide ODOC and its authorized users with services to support a responsible and secure transition of Services and all information to another service provider or to ODOC ("Transition Services"). Contractor shall provide ODOC with a transition plan within fourteen (14) days of the request from ODOC or DAS PS. The transition plan will provide that Contractor shall:

- Cooperate with ODOC and any ODOC-designated provider by promptly taking applicable steps required to assist ODOC in completing the Transition Plan.
- Provide ODOC and any ODOC-designated provider with all information regarding the Services, ODOC information and data, and Deliverables that these parties will need to complete the Transition Period. This may include data conversions, data access or transfers, and interface specifications.
- Promptly and orderly conclude all Services as ODOC may direct. This includes the return of property, documentation of any work in progress, and other measures.

8.2 In addition, Contractor shall immediately deliver to ODOC all of ODOC's Confidential Information and property, which includes Adults in Custody and their Friends and Families' Confidential Information and any deliverables that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such property is expressed or embodied at that time. Obligations under this section are in addition to Contract terms specifically addressing treatment of property, and data, during the term and following termination or expiration of a Contract.

8.2.1 Except as necessary to meet Contractor's obligations set forth below or as required by law, Contractor shall not retain any copies of ODOC or Adults in Custody or Friend and Family property or Confidential Information. Contractor shall notify ODOC of any conditions that make returning all property or Confidential Information not feasible. Upon ODOC's written acknowledgement that returning all property is not feasible, Contractor shall destroy such property and provide ODOC with written certification of destruction of the property.

8.2.2 Contractor shall maintain protections required by law, this Addendum, or a Contract for any retained ODOC property for so long as Contractor (including through any subcontractor) retains the property.

9. Compliance with Law.

9.1 Compliance with Law Generally. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor, this Addendum, and Contracts entered into under this Addendum, as may be adopted or modified from time to time. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Addendum and Contracts: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the

Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the American Recovery and Reinvestment Act of 2009 (ARRA); (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated. DAS PS' and ODOC's performance is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.

- 9.2** ODOC Policies, Rules and Regulations. Contractor shall comply with all ODOC policies, rules, and regulations at all times, including but not limited to the policies, rules and regulations related to data privacy and data security and the disclosure and retention of ODOC Data and Confidential Information and Confidential Information of Adults in Custody and Friends and Family, as such policies, rules and regulations may be adopted or modified from time to time.
- 9.3** Oregon False Claims Act. Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Addendum or a Contract, including the procurement process relating to this Addendum, which constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Addendum, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State of Oregon under this Contract or any other provision of law.
- 9.4** Pay Equity. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Addendum and a failure to comply constitutes a breach that entitles DAS PS or Purchasing Entity to terminate this Addendum or a Contract for cause.
- 9.5** Non-Discrimination. Contractor certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material condition, to maintain such policy and practice in force during the term of this Addendum and each Contract.
- 9.6** Tax Compliance. Contractor certifies that it has complied with the tax laws of this state

and the applicable tax laws of any political subdivision of this state. Contractor shall, throughout the duration of this Addendum, all Contracts, and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes: (i) All tax laws of this state, including but not limited to taxes referenced in ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

9.6.1 Any failure to comply with the provisions of this subsection constitutes a material breach of this Addendum and any Contract. Any failure to comply entitles DAS PS or ODOC to terminate this Addendum and any Contract, to pursue and recover any and all damages that arise from the breach and the termination, and to pursue any or all of the remedies available under this Addendum or a Contract, at law, or in equity, including but not limited to:

- Termination, in whole or in part;
- Exercise of the right of setoff, or garnishment as applicable, and withholding of amounts otherwise due and owing to Contractor, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The State may recover any and all damages suffered as the result of Contractor's breach of this Addendum or Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

9.6.2 This Addendum and Contracts will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Addendum and related Contracts, or (ii) exercising a right of setoff against Contractor's compensation for any amounts that may be due and unpaid to State or its political subdivisions for which the Department of Revenue collects debts.

9.7 Changes in Law Affecting Performance. Each party will immediately provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Addendum or a Contract. Each party shall monitor changes in federal and state laws, ordinances, and regulations applicable to its performance hereunder, and will be deemed aware of such changes within 30 calendar days of the enactment of any such change. Any rule, regulation, or other change mandated by any federal, state, or local authority which may adversely affect Contractor's rights, obligations, or intended benefit under the Addendum shall entitle Contractor to, at its option, renegotiate or terminate the Addendum. Any such renegotiation is subject to agreement of the parties and if the parties are unable to agree, then this Addendum will terminate.

10. Oregon Public Records Law. Contractor acknowledges that any disclosures Contractor makes to the State under this Addendum are subject to application of the Oregon Public

Records Law, including but not limited to ORS 192.311 – 192.478, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 - 646.475 and ODOC rules related to records retention. The non-disclosure of documents or of any portion of a document submitted by Contractor to DAS PS or ODOC may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor will be notified prior to DAS PS' or ODOC's release of documents to entities other than participating agencies or other State Agencies. Contractor shall be exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense.

11. Recycled Products. Contractor will use, to the maximum extent economically feasible in the performance of this Addendum or any Contract, recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

12. Notices. Except as otherwise provided in a Contract (including for security incident and breach notifications), any formal communications between ODOC and Contractor, to or notices to be given under a Contract will be given in writing by personal delivery of an electronic transmission or the notice or mailing the notice, postage prepaid, at the address or number set forth in the Contract. Any communication so addressed and mailed will be deemed to have been received five calendar days after mailing. Any communication delivered electronically will be deemed to be given when a confirming report for the transmission is generated by the transmitting machine. To be effective against the receiving party, such electronic transmission must be confirmed by telephone notice to the receiving party's authorized representative, as set forth in the Contract. Any communication or notice by personal delivery will be deemed to be given when actually received by the appropriate authorized representative.

12.1 As between Contractor and State with respect to this Addendum, the Primary Contacts of Contractor and State are set forth in the Addendum.

13. Governing Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Addendum and resulting Contracts, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

14. Jurisdiction and Venue. Any claim, action, suit or proceeding (collectively, "Claim") between the State of Oregon (including DAS PS, and Contractor that arises from or relates to this Addendum or a Contract under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or the consent to jurisdiction in State or Federal Court.

15. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that department relative to the Addendum or any Contract. ODOC may withhold final payment under a Contract until Contractor has provided the Oregon Department of Revenue with the required information.

16. Independent Contractor. Contractor shall act at all times as an independent contractor and not as an agent or employee of the State or ODOC. Contractor has no right or authority to incur or create any obligation for or legally bind the State or ODOC in any way. Contractor is not

an "officer", "employee", or "agent" of the State or ODOC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements, representations, nor commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

17. Access to Records. Contractor will maintain all fiscal records relating to its performance under this Addendum and each Contract in accordance with generally accepted accounting principles and will maintain any other records relating to its performance in such a manner as to clearly document Contractor's performance. ODOC, the State and its agencies, and the Oregon Secretary of State Audits Division and its duly authorized representatives, will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this Addendum to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and ODOC. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 6 years, or such longer period as may be required by applicable law following final payment and termination of this Addendum and all Contracts entered into under this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum or any Contract, whichever date is later.

18. Severability. If any term or provision of this Addendum or any Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Addendum or Contract did not contain the particular term or provision held to be invalid.

19. Survival. Any terms of this Addendum or any Contract, which by their nature are intended to survive termination or expiration do so survive. Terms include but are not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions.

20. Insurance. No later than ten (10) Calendar Days following the Effective Date, Contractor must provide insurance as set forth on Exhibit 2, Insurance, of this Addendum. No Contracts may be placed or accepted until proof is provided that these requirements have been met. ODOC may require additional amounts or types of insurance under a Contract.

21. Amendments. This Addendum may only be modified in writing agreed to and executed by the parties, and approved in accordance with applicable law. A Contract may only be modified in writing agreed to and executed by the parties, and approved in accordance with applicable law.

22. Security and Privacy. Unless a Contract specifies otherwise, Contractor shall comply with the following security and privacy requirements.

22.1 Ownership of Data. As between the State and Contractor, any information Contractor or its employees or agents receives or creates relating to ODOC, or Adults in Custody or their Friends and Family (Data) is owned by ODOC. ODOC hereby grants Contractor a license to use Data to fulfill the purposes of the Contract under which Data is accessed, and otherwise only as specifically described in the Contract. Contractor hereby irrevocably assigns, transfers and conveys, and will cause its employees, subcontractors and agents to assign, transfer and convey without further consideration all right, title, and interest in Data to ODOC. Upon request by ODOC, Contractor will or will cause the execution and delivery of any documents that may be necessary to preserve, or enable ODOC to enforce, its rights with respect to its Data.

- 22.2** Except as specifically indicated in a Contract, all software, documentation, and other intellectual property (collective the "IP") supplied or made available through this Addendum is being provided on a term license only, as long as this Addendum is in effect, and shall not constitute a sale of that IP. Nothing in this Addendum or through Contractor's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Contractor and its licensors. During the term of this Addendum, Contractor grants ODOC a non-exclusive, non-transferable, license to use the IP solely for accessing the services supplied by Contractor in the manner contemplated by this Addendum or Contract. ODOC shall not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.
- 22.3** Requests for Data. In the event Contractor receives a third party request for Data, including any electronic discovery, litigation hold, or discovery searches, Contractor shall immediately upon receipt of the request give ODOC notice and provide such information as may reasonably be necessary to enable ODOC to take action to protect its interests. Contractor shall comply with all ODOC policies, rules and regulations related to the disclosure and retention of Data and other information.
- 22.4** Confidentiality Generally. ODOC and Contractor acknowledge that, it and its employees, subcontractors or agents in the course of this Addendum and any Contract may be exposed to or acquire information that is confidential to the other party, and such information is Confidential Information as described in the Master Agreement. ODOC and Contractor shall keep confidential any information it learns about the other's business or operations during its performance under this Addendum or Contract. ODOC and Contractor shall maintain the confidentiality of such Confidential Information. ODOC's obligations of confidentiality are subject to the provisions of the Oregon Public Records Laws (ORS 192.311 to 192.478). Confidential information does not include:
- 22.4.1** Information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by Contractor;
 - 22.4.2** Information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality;
 - 22.4.3** Information that was known to Contractor prior to the Effective Date of the Addendum or a Contract without obligation of confidentiality;
 - 22.4.4** Information that is independently developed by Contractor and documented in writing without use of, or reference to, any Confidential Information; and
 - 22.4.5** Subject to Contractor's obligation to provide notice under this Addendum, information required to be disclosed by compulsory judicial or administrative process or by law or regulation.
- 22.5** Privacy and Security Training. Contractor shall ensure its employees, agents, and contractors receive periodic training on privacy and security obligations relating to the Services.

- 22.6** Limited Purposes. Contractor shall limit the use or disclosure of Data to persons directly connected with the administration of the related Contract.
- 22.7** No Overseas Access, Storage, or Transmission. Data will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup.
- 22.8** Prohibition on Data Mining. Unless otherwise permitted in this Addendum, Contractor shall not capture, maintain, scan, index, share or use Data, or otherwise use any data-mining technology, for any non-authorized activity, and shall not permit its agents or subcontractors to do so. For purposes of this requirement, “non-authorized activity” means data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Addendum or a Contract.
- 22.9** Privacy Protections. The information exchanged with Contractor may include Data subject to specific confidentiality protections under state or federal law, and the implementing regulations of those laws. Contractor, its employees, agents, and contractors shall comply with laws and regulations applicable to the information, including as those laws and regulations may be updated from time to time. Contractor shall maintain protections required by law, this Addendum, or an applicable Contract for any retained Data for so long as Contractor (including through any third party) retains it.
- 22.10** Access. Contractor shall not suspend an ODOC’s access to its Data at any time during the term of the applicable Contract or the post-termination access period.
- 22.11** Post-Termination Access to Data. Upon Contract termination (including by expiration), Contractor shall, at ODOC’s discretion, either return all Data to ODOC (or delegate) in an agreed-upon format, or ensure ODOC has access and the ability to retrieve its Data for at least a ninety (90) Calendar Day period following termination. This 90-day period will be at no additional charge to ODOC. Contractor shall not retain any copies of ODOC’s Data following ODOC’s written verification that it no longer requires post-termination access, except as necessary for audit verification purposes.
- 22.12** Sanitization. Subject to Access to Records Section, Contractor shall not retain any copies of an ODOC’s Data or Adults in Custody or their Friends and Families’ Data or Confidential Information, following its written authorization to destroy ODOC property that cannot be returned following the Term of a Contract. Contractor shall notify ODOC of any conditions that make returning all Data not feasible. Upon ODOC’s written acknowledgement that returning all Data is not feasible and its consent, Contractor shall purge or destroy retained Data in all its forms (including copies of returned Data) in accordance with the most current version of NIST SP 800-88 or other agreed-upon standard and provide ODOC with written certification of sanitization.
- 22.13** Incidents and Breaches. In the event Contractor or its subcontractor or agents discover or are notified of a security incident, or a breach of security or privacy, Contractor shall immediately notify the affected ODOC’s point of contact (or delegate) of the issue. Breaches include a failure to comply with Contractor’s confidentiality obligations. If ODOC determines that a breach requires notification of its clients, or other notification required by law, ODOC will have sole control over the notification content, timing, and method, subject to Contractor’s obligations under applicable law.

- 22.14** Compliance with Data Laws, Regulations, and Policies. Contractor shall comply with all applicable state and federal laws and regulations, and ODOC policies, rules and regulations governing use and disclosure of Data, including as those laws, regulations, and policies may be updated from time to time.
- 22.15** Contractor shall comply with the Oregon Consumer Information Protection Act (OCIPA), ORS 646A.600 through 646A.628. For purposes of OCIPA, Contractor is a vendor.
- 22.16** Background Checks. Contractor has completed a criminal background check on its employees, agents, and contractors providing Services and who have access to Data. Upon reasonable written request of DAS PS or ODOC, Contractor shall certify in writing that such background checks have been completed, and the checks revealed no negative findings pertaining to dishonesty, fraud, or theft on employees, agents, or contractors providing Services.
- 22.17** Network and Services. Contractor networks and systems and Data will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup. This is a material representation of fact upon which DAS PS and all ODOCs may rely. Contractor shall not transfer or materially modify the location or access restrictions on its networks or systems or Data without advance written consent from DAS PS and any affected ODOC.

23. Merger Clause; Waiver. This Addendum, including the Master Agreement and the exhibits attached to this Addendum, constitutes the entire agreement between the parties on the subject matter hereof, and supersede all prior agreements, oral or written. There are no understandings, agreements, or representations, oral or written, between these parties that are not specified in this Addendum. No waiver, consent, modification or change of terms of this Addendum binds either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made is effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Addendum does not constitute a waiver by the State of that or any other provision.

24. Limitation of ODOC Liability. ODOC's liabilities or obligations (including any indemnification obligation), if any, are subject to the provisions of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

Exhibit 2

Insurance

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit 2 prior to performing under any Contract and shall maintain it in full force and at its own expense throughout the duration of this Addendum and any Contract, and as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DAS PS. Coverage must be primary and non-contributory with any other insurance and self-insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

1. INSURANCE REQUIRED.

1.1 Workers' Compensation & Employers' Liability. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and require and ensure that each of its out-of-state subcontractors complies with these requirements.

1.2 Professional Liability. Contractor shall provide Technology Errors & Omissions insurance in an amount of not less than 3,000,000 per claim covering Contractor's liability arising from acts, errors or omissions in rendering or failing to render computer or information technology services, including the failure of technology products to perform the intended function or serve the intended purpose as set forth in this Contract. This insurance must include coverage for violation of intellectual property rights including trademark and software copyright, privacy liability, the failure of computer or network security to prevent a computer or network attack, misrepresentations, and unauthorized access or use of computer system or networks. This insurance must also include coverage for unauthorized disclosure, access or use of ODOC data, Adults in Custody or Friends and Family data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format. Coverage must extend to Business Associates (if applicable) and independent contractors providing Services on behalf of or at the direction of Contractor.

1.3 Commercial General Liability. Contractor shall provide Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage, in each case arising out of Contractor's negligence, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

2. EXCESS/UMBRELLA INSURANCE. A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

3. ADDITIONAL INSURED. The Commercial General Liability, and Automobile Liability insurance required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations but only with respect to Contractor's activities under this Addendum and any Contract. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

4. TAIL COVERAGE. If any of the required insurance is on a claims-made basis and does not include an extended reporting period of at least twenty-four (24) months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Addendum, for a minimum of twenty-four (24) months following the later of (i) Contractor's completion and ODOC's acceptance of all Services required under all Contracts entered into under this Addendum, or, (ii) The expiration of all warranty periods provided under a Contract entered into under this Addendum.

5. CERTIFICATE(S) AND PROOF OF INSURANCE. Contractor shall provide to DAS PS and ODOC Certificate(s) of Insurance for all required insurance before delivering any goods or performing any Services required under this Addendum or any Contract entered into under this Addendum. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured as specified in this exhibit. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DAS PS and ODOC party to a Contract has the right to request copies of insurance policies and endorsements relating to these insurance requirements and any additional insurance required under any applicable Contract.

6. NOTICE OF CHANGE OR CANCELLATION. Contractor or its insurer must endeavor to provide at least 30 calendar days' written notice to DAS PS and ODOC before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

7. INSURANCE REQUIREMENT REVIEW. Contractor agrees to periodic review of insurance requirements by DAS PS and ODOC under this Addendum and to meet updated requirements as agreed upon by Contractor and DAS PS and ODOC.

Exhibit 3
Contractor Data

Contractor Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Contractor Name (exactly as filed with the IRS):	Global Tel*Link Corporation d/b/a ViaPath Technologies
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Street address:	3120 Fairview Park Drive, Suite 300
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City, state, zip code:	Falls Church, Virginia 22042
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Email address:	Alexandra.booker@viapath.com
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Telephone:	(703) 955-3910	Fax:	(703) 435-0980
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Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)?

(Check one box): ☐ YES ☒ NO

Business Designation: (Check one box):

- | | | |
|--|--|--|
| ☐ Professional Corporation | ☐ Nonprofit Corporation | ☐ Limited Partnership |
| ☐ Limited Liability Company | ☐ Limited Liability Partnership | ☐ Sole Proprietorship |
| ☒ Corporation | | |

Exhibit 4

Description of Services

Contractor shall provide an electronic network to facilitate the transfer of funds for cash applications to Oregon Department of Corrections (ODOC) AIC Trust Accounts. The payment system must allow the general public to transmit funds into AIC trust accounts managed by State Treasurer and designate in a separate transmission to DOC the AIC funds are to be credited to. Electronic payment services must be capable of accepting cash, credit and debit cards from senders. Contractor shall provide these services through WEB, phone and walk-in locations. These services will not be offered or available at any of ODOC Institutions, Facilities or Buildings.

- (1) Electronically Transmitted Funds via secure file transmission sent to the Oregon State Treasurer and detailed in a daily ACH credit file is guaranteed and not subject to reversal, funds shall be guaranteed.
- (2) Contractor shall guarantee delivery of funds after the electronic file of daily transactions is made available to the ODOC. In instances of fraudulent or erroneous transactions, ODOC may try to assist in recovery if the funds are still available in the AIC's trust account.
- (3) Daily electronic deposit file with agreed upon file structure and formatting shall be provided daily, including holidays and weekends.
- (4) Contractor shall notify ODOC immediately should the services or file exchanges become unavailable.
- (5) Deposits which are not in compliance with ODOC Rules or Policies will be returned to the Contractor to be credited back to the sender.
- (6) Contractor shall describe ability to track, research and investigate deposit history by various factors including, but not limited to, deposit date, sender, recipient, etc.
- (7) Deposit amount cap shall be agreed upon by ODOC and Contractor.
- (8) The Contractor shall have the ability to handle ODOC-specific special deposit periods and rules (i.e., gift periods).
- (9) ODOC shall provide a daily AIC file and Contractor shall use such file only for compliance with this Contract.
- (10) Use the AIC file provided by ODOC so that funds are accepted only for valid AIC names and AIC numbers. Detailed specifications for the AIC file are determined by the software provider and the interface method may change during the term of any contract established as a result of this Addendum.
- (11) Contractor is responsible for responding to and resolving any inquiries and complaints from senders arising out of the Contractor's failure to timely transmit any transactions to ODOC.
- (12) Collect sender's first name, last name, address and phone number for every transaction.
- (13) Contractor shall obtain, at Contractor's expense insurance specified by ODOC.

ODOC retains the right to continue its existing money order, cashier's check and bank bill pay program as a means for the general public to submit deposits to AIC accounts. This service provides the general public another method to send funds to an AIC without using their credit or debit card.

Contractor shall comply with all ODOC's rules, regulations, policies and procedures relative to AIC trust accounts, specifically including but not limited to: OAR chapter 291, division 158.

Contractor will be required to treat all information received from ODOC as confidential. Contractor's offer must apply and integrate encryption to protect the security of the communications between Contractor, DOC and customers, including the use of authentication technologies and Secure Sockets Layer (SSL) protocol with 128-bit encryption

Contractor shall be responsible for obtaining the name and billing address (including zip code) of the party depositing the funds.

Contractor will collect the information that is required to obtain the funds for the deposit (including any fees) in addition to the specific information DOC requires to post the deposit to its accounting system. For each sender transaction, Contractor will deposit the associated funds by the next banking day to the State Treasurer in a lump sum transaction through the Automated Clearing House (ACH) to a specified routing number and account number combination specified by the State Treasurer. The Oregon State Treasury, which manages DOC accounts, will pass information regarding the deposit on to DOC.

Contractor shall collect, at the time of sender transaction, the date of the transaction, the associated amount, AIC name, SID number, DOC program sub-account, sender name and address along with the funds for deposit to the AIC account. Collected information shall be sent to ODOC in a daily posting report for updating to the DOC accounting system.

Contractor shall provide a corresponding daily ACH Credit file for each posting file transmitted to DOC containing a summary total of corresponding posting file transactions. Contractor shall originate the daily ACH Credit file in compliance with Automated Clearing House Operating Rules.

Contractor shall provide the Sender with the option to deposit funds to the following accounts, either individually, or in any combination thereof:

- General spending account.
- Medical use only account.
- Dental use only account.
- Optical use only account.
- Trip use only account.

Amounts deposited to the medical, dental, optical, or trip AIC accounts must be separated on documentation sent to ODOC.

Contractor shall assume responsibility for all funds deposited by the general public. DOC shall not be held responsible for any charge-backs, fraud or exchange rates and all ACH returned items, including Non-Sufficient Fund (NSF) items. Contractor is responsible for verification at the point of sale.

Contractor shall maintain electronic backup or copies of all transaction histories for a minimum of six years. Contractor shall provide copies of this information to ODOC, at no charge, upon request to do so.

Contractor shall be licensed (if required) and have the ability to transmit funds from countries within North America, Central America, South America, Europe and the Pacific Rim, on behalf of Senders, to AIC accounts.

If system performance becomes unacceptable in ODOC's sole determination, ODOC will work with the Contractor to correct performance concerns within a timeframe determined by ODOC. If performance remains unacceptable, ODOC will terminate acceptance of payments through the Contractor.

Exhibit 5
Work Order Contract Form

Work Order Contract # [REDACTED]

This Work Order Contract # [REDACTED] ("Work Order Contract" or "WOC") is entered between the State of Oregon, acting through its Oregon Department of Corrections ("Purchasing Entity" or ODOC), and Global Tel*Link Corporation d/b/a ViaPath Technologies ("ViaPath" or "Contractor").

Recitals

1. Purchasing Entity desires to engage Contractor to provide Services to enable Purchasing Entity to achieve specific business and governing entity mission objectives.
2. Contractor desires to perform Services for Purchasing Entity.

Agreement

In consideration of the foregoing recitals and the mutual terms and conditions set forth below, Purchasing Entity and Contractor agree as follows:

1. This WOC is entered pursuant to, and is subject to, the Participating Addendum (PA).
2. **WOC Documents and Order of Precedence.** PA (Terms and Conditions) and Exhibit No. 1 (Statement of Work) are incorporated and apply to this WOC by reference. If a conflict, inconsistency, or ambiguity arises in WOC interpretation, this WOC must be interpreted in the following order of precedence:
 - 1) WOC less WOC exhibits;
 - 2) Participating Addendum and its exhibits; and
 - 3) Master Agreement
3. **Effective Date and Term.** The date that the WOC has been executed by Purchasing Entity and Contractor and has been approved as required by applicable law ("Effective Date"). Unless terminated or extended, this WOC will expire on the date of the Master Agreement unless ODOC terminates sooner. WOC expiration does not extinguish or prejudice Purchasing Entity's right to enforce this WOC with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured.
4. **Services; Performance Metrics and Service Level Guarantees.** Contractor shall perform the Services according to the terms and conditions of this Work Order Contract and the PA, including PA Exhibit 4. Contractor shall provide, maintain, and upgrade any hardware and related equipment, and software provided by Contractor and required for delivery of the Services.

5. Compensation. ODOC will not compensate Contractor for the Services under this WOC. Adults in Custody or their Family and Friends electing to use Contractor's Services shall pay all fees associated with the Services.

6. WOC Authorized Representatives. The following individuals are Authorized Representatives or Key Persons under this WOC:

Purchasing Entity:

Name:

Title:

Address:

Contractor:

Name:

Title:

Address:

Phone:

Email:

Phone:

Email:

7. Tax Certification. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that: that for a period of at least six (6) years prior to the WOC Effective Date, Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Any violation shall entitle Purchasing Entity to terminate this WOC, to pursue and recover any and all damages that arise from the breach and the termination of this WOC, and to pursue any or all of the remedies available under this WOC, at law, or in equity, including but not limited to:

- Termination of this WOC, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Purchasing Entity shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this WOC, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Products or Services or replacement contractor or any of the above.

These remedies are cumulative to the extent the remedies are not inconsistent, and Purchasing Entity may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

Authorized Signatures:

Contractor

[signature]

By: _____ Date: _____

[print name]

Title: _____

Purchasing Entity

[signature]

By: _____ Date: _____

[print name]

Title: _____