

(B) COMMISSIONS

As to any inmate phone that is located within those locations listed in Section A.1 whereby service to that phone is being provided by CTC successive of cut-over, revenue shall be deemed commissionable and henceforth payable by CTC to UNION commencing with the exact point in time in which the first billable or prepaid call has been initiated from that phone; moreover, such revenue shall remain commissionable and payable on any such phone until service to that phone has been reassigned through contractual reassignment.

- (1) CTC shall remit to UNION 52% (Fifty-Two Percent) of all Billable Usage Revenue generated through Gross Collect, Prepaid Inmate Calling Cards, and Direct Pay telephone traffic (local, intraLATA, interLATA, and interstate) originating from the facility managed by UNION, as listed in Section A "The Work" and processed by CTC's call processing system. CTC shall remit to UNION 35% (Thirty-Five Percent) of all Revenue generated through Remote Video Visitation via inmate video traffic. Billable Usage Revenue is defined as Gross Revenue minus all applicable state, County, city, and/or federal taxes, and all fees applicable by law. CTC will pay all said commissions on a monthly basis along with a monthly report of all said monies.
- (2) Remittance and Acceptance – Remittance of commissions shall commence Twenty (20) Days after installation of equipment. Furthermore, CTC shall remit commission payments to UNION on a monthly basis on or around the 20th day of each month. Any objection to a commission payment shall be brought to the attention of CTC by way of written notice by UNION, and shall be made within 30 days after receiving said commission payment. Acceptance of said commission payment shall be final and binding if no objections are brought forth within 30 days after receipt thereof.
- (3) Adverse Conditions – At any time while this contract is in force and effect, should the Arkansas Public Service Commission, the Louisiana Public Service Commission, the Federal Communications Commission, or any other governmental or regulatory agency that has legal authority over inmate telecommunications, change rates or impose restrictions or otherwise modify any rules or regulations under which inmate telecommunications are currently operating, so that such changes, restrictions, or modifications affect inmate telephone traffic in a way that causes UNION'S generated revenue from such traffic to be adversely affected, then both parties agree to work together toward the benefit of each other and may renegotiate the terms of this agreement temporarily or permanently.

(C) TERMS

The initial term of this agreement shall be for period beginning _____, 2018, with the initial term completed in Forty-Eight (48) Months on _____, 2022. At the initial term completion date, or any subsequent renewal term completion date, CTC or UNION, at its option, has the right to refuse this contract, under the terms and conditions set forth by this contract, by giving certified notice to UNION or CTC. Any certified notice shall be mailed and received Ninety (90) days prior to scheduled termination date of this contract, or subsequent renewal term, to the address provided herein. This initial contract, and any renewal thereof, shall continue in force automatically for additional Forty-Eight (48) Month periods should no action be taken by either party within the time frame set out herein.

(D) ASSIGNMENT

CTC's interest in and to this service agreement may be transferred or assigned, at the discretion of CTC, to any U.S. based banking or financial institution to provide the financial requirements needed to provide the equipment and services listed in this agreement, or any other financial entity.

(E) EQUIPMENT

CTC agrees to provide for UNION adequate equipment with the ability to perform monitoring, recording, and cut off switches. CTC has the right, and maintains the right, to remove or relocate any telephone equipment, from any location which is the subject of and governed by the terms of this agreement that CTC, in its sole and absolute discretion, determines is not economically profitable. The removal or relocation of the equipment shall not be undertaken until UNION is given ten (10) days written notice of CTC's intent to remove said equipment. The removal of equipment under terms herein shall in no way create or constitute a default of the terms of this contract. CTC agrees that upon removal or relocation of equipment it will restore the site where said equipment was removed from to its original condition. This excludes ordinary wear and tear, any condition(s) resulting from prior material, and any condition(s) resulting from actions of individuals other than employees or agents of CTC. CTC agrees to install and maintain at least the minimum number of coin-less inmate telephones as needed at the facility and/or as many as requested by UNION, subject to industry standards.