

**AMENDMENT # 4 TO INMATE TELEPHONE SERVICE AGREEMENT** Commissioners Court

This Amendment # 4 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain Inmate Telephone Service Agreement, dated September 26, 2011 (the "Agreement"), as amended from time to time, by and between Global Tel\*Link Corporation with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and Johnson County, Texas, with an address of 2 North Main Street, Cleburne, Texas 76031 ("Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

**WHEREAS**, the parties have agreed to amend the Agreement as provided for herein.

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

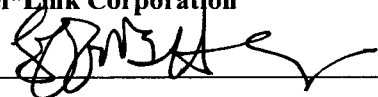
1. Section 1 of the Agreement is hereby modified to extend the Agreement for an additional three (3) year term ending on September 26, 2019. Thereafter, the Agreement shall automatically renew for additional two (2) year periods unless either party notifies the other, in writing, within ninety (90) days prior to the expiration of any term.
2. As soon as reasonably practicable following the Effective Date, Company will implement its Call IQ2 investigative feature and its Called Party IQ investigative feature.
3. The Memorandum of Understanding by and between Company and Johnson County Corrections Center (Jail) effective as of September 26, 2011 is hereby incorporated by reference and amended to provide for an additional intake kiosk as soon as reasonably practical following the Effective Date.
4. As soon as reasonably practicable following the Effective Date, the services set forth in the Service Schedules listed below, and attached to this Amendment as Exhibits A and B, shall be delivered to Premises Provider:
  - Exhibit A Enhanced Services – IP-Enabled Tablets
  - Exhibit B Enhanced Services – Video Visitation Service

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 Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This 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 Amendment on behalf of the entity for which they are signing.

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

**Company**

**Global Tel\*Link Corporation**

By: 

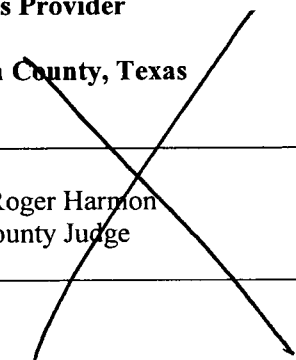
Name: Jeffrey B. Haidinger

Title: President & COO

Date: 7/28/16

**Premises Provider**

**Johnson County, Texas**

By: 

Name: Roger Harmon

Title: County Judge

Date: \_\_\_\_\_

**Exhibit A**

**Service Schedule  
Enhanced Services - IP-Enabled Tablets**

1. **Applicability.** This Service Schedule applies only to enhanced services. Where “Company” is used in this Service Schedule, it shall mean GTL Enhanced Services, LLC.

2. **Definitions.** Capitalized terms used and not otherwise defined shall have the meaning set forth in the Agreement.

“Enhanced Services” means enhanced communications, information services, educational, and entertainment products (as defined below).

“IP-Enabled Tablets” (or “Tablets”) means an Inspire™ device capable of allowing access to Enhanced Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually “Location” and collectively “Locations”). Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by Company to recover the Expenditure (as defined below) for Enhanced Services within twenty four (24) months following the deployment of Enhanced Services at the Locations.

<b>Location</b>	<b>Location Description</b>	<b># of Tablets</b>
1800 Ridgemar Drive, Cleburne, TX 76031	Johnson County Corrections Center (Jail)	600

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

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the IP-Enabled Tablets, subject to the limitations described herein. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets will not be available while being repaired or maintained. The Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. **Tablets.** Company will supply the number of Inspire™ Tablets for the Term of the Agreement set forth in Section 3, subject to the following limitations and conditions. Each inmate assigned a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install sufficient Tablet charging stations (individually “Station” and collectively “Stations”) at locations agreed upon by the Parties to meet Premises’ Provider’s needs. Upon agreement of the Parties, Company will supply charging stations as applicable to the Johnson County layout. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

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

- i. Content. Company will make available certain content that may be loaded on or accessed through the Tablets, including music, games, email, and such other content as may be agreed upon in writing by the Parties ("Content"). Content will be provided on a subscription basis that terminates upon Company no longer providing Premises Provider with Enhanced Services, the release or transfer of the inmate from the Locations, or the violation by the inmate of the terms of use for the Tablet, including nonpayment for a subscription. Content will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to alter or discontinue any Content.
- ii. Debit Link Accounts. All inmate Enhanced Services charges (not including charges for voice communication) will be paid for using Link Units, which each inmate or their friends or family may purchase through a special purpose account created for the inmate (individually "Debit Link Account" and collectively "Debit Link Accounts"). Inmates may fund the Debit Link account by transferring monies from their trust account. Inmate friends and Family may fund an inmate's Debit Link Account by deposits made through Company website or IVR. Transaction Fees may apply. Once purchased, Link Units may only be returned to an inmate's trust account or redeemed by the inmate (as applicable) upon termination of Enhanced Services at all Locations or upon an inmate's release. All Link Units purchased by inmate friends or family are final.
- iii. Voice Communication. Company will enable Tablets for outbound voice communications that include the security features and functionality of the ITS platform. Headphones equipped with a microphone will be required.

b. Company Obligations. Company will provide one set of earphones to each inmate supplied a Tablet, and will supply replacement earphones for purchase by the inmate through Premises Provider's commissary service. Company will not replace or repair any Tablet that is damaged or destroyed by willful act, as determined in Company's discretion. Company may replace, upgrade, or substitute any or all of the Tablets at any time. Company will replace or repair on a one-time basis per inmate any Tablet that is damaged or destroyed for reasons other than a willful act, subject to the following: (i) Company will have no obligation during any twelve (12) month period to replace or repair in a Location more than five (5) Tablets or a number of Tablets equal to five (5) percent of the Tablets deployed at the Location, whichever is greater; and (ii) Company may cease providing Enhanced Services at a Location, and remove the Tablets deployed to that Location, if Company has repaired and/or replaced in any twelve (12) month period ten (10) Tablets or a number of Tablets equal to ten (10) percent of the Tablets deployed at that Location, whichever is greater.

c. Premises Provider Obligations. A Premises Provider must allow: (i) installation and use of Wi-Fi at all Locations; (ii) use of wired earphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging stations or inmate access to electrical outlets for wall chargers (as applicable). In addition, a Premises Provider must: (i) assign a unique Tablet to each inmate having access to a Location and ensure that inmates only use their assigned Tablets; (ii) allow and facilitate the sale of earphones and other Tablet accessories through its commissary without mark up; (iii) allow the creation of Debit Link Accounts for inmates and the exclusive use of Link Units for the purchase of content in connection with the Tablets; (iv) facilitate the integration of inmate Debit Link and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (v) allow inmate voice communication duration of not less than sixty (60) minutes; (vi) allow the use of Tablets throughout the Locations; (vii) facilitate the recycling and reuse of Tablets each time a Tablet is re-assigned to a new inmate; (viii) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (ix) provide at its expense all necessary power and power source; (x) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services; and (xi) distribute one (1) set of earphones to each inmate who is assigned a Tablet on initial assignment of the Tablet. Premises Provider will assign and distribute Tablets to inmates in accordance with the process agreed upon by the Parties. Premises Provider will only

allow the Tablets to be used for their intended purpose, and will not allow any third-party to, tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

7. **Enhanced Services and Accessories Rates.** Company may apply the following charges on the use of the Tablets; provided, however, Company may in its discretion change any pricing other than pricing for voice communication.

- a. Voice Communication shall be charged at the same per-minute rate as ITS under this Agreement.
- b. Email: \$0.49 per message sent, and subject to periodic rate increases based on U.S. Postal Service increases implemented for U.S. first class mail stamps.
- c. Music: \$3.99 per one month subscription.\*
- d. Games: \$5.00 to \$15.00 per month subscription packages.
- e. Replacement Headphones: \$2.49.
- f. Replacement chargers (where available): \$6.99.

\* *An additional \$16 monthly service infrastructure charge applies for the for Music subscriptions.*

8. **Additional Terms**

- a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record voice Communication made through the Tablets, read electronic messaging sent through the Tablets, and monitor content streamed or otherwise loaded on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, or compliance therewith. Premises Provider 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. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith.
- b. **Exclusivity.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right.
- c. **Commissions.** No commission on Tablet usage shall be paid to Premises Provider aside from commissions paid on intrastate telephone calls made from Tablets. However, due to the Tablet usage being an unknown quantity at the date of this Amendment #4, Company and Premises Provider agree that eighteen (18) months after the Effective Date of this Amendment #4, Company will provide Premises Provider with information as to the Tablet usage for the eighteen (18) month period after the Effective Date. Company and Premises Provider further agree to negotiate in good faith potential additional

commissions or fees to be paid to Premises Provider based upon Tablet usage and to amend the Service Agreement to reflect the agreed upon additional commission or fees.

**9. Additional Limitation of Liability for Enhanced Services.**

COMPANY AND ITS AFFILIATES AND SUPPLIERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 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 ENHANCED SERVICES. COMPANY DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF ENHANCED SERVICES, INCLUDING THE TABLETS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

**Exhibit B**

**Service Schedule  
Enhanced Services – Video Visitation Service**

1. **Applicability.** This Service Schedule applies only to video visitation services. Where “Company” is used in this Service Schedule, it shall mean GTL Enhanced Services, LLC.

2. **Definitions.** Capitalized terms used and not otherwise defined shall have the meaning set forth in the Agreement.

“Enhanced Services” means enhanced communications, information services, educational, and entertainment products.

“Video Visitation Service or System” (“VVS”) means an Enhanced Service that permits face-to-face visits, on-site video visits, or remote video visits using a platform to facilitate inmate communications with family, friends, and attorneys.

“Video Visitation Unit” means the hardware and equipment installed at Premises Provider Locations (as defined below) that provides access to Video Visitation Services.

3. **Deployment Locations.** VVS will be deployed at the locations listed in the table below, as may be altered by agreement of the parties (individually “Location” and collectively “Locations”). Company reserves the right to terminate the VVS at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of the VVS at such Location(s), including the failure by Company to recover the Expenditure (as defined below) for VVS within twenty-four (24) months following the deployment of Enhanced Service at the Locations.

<b>Location</b>
Johnson County Corrections Center (Jail), 1800 Ridgemar Drive, Cleburne, TX 76031

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, and cabling to deploy VVS at the Locations at no cost to Premises Provider. Company 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 Premises Provider upon the expiration of the Agreement. Upon termination of VVS in any Location(s), provide Company a reasonable opportunity to collect all Video Visitation Units and associated equipment and hardware (except cabling).

5. **Support and Maintenance.** Company will provide all support and maintenance services for the VVS, subject to the limitations described herein. Company will respond promptly to all support requests. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Video Visitation Units will not be available while being repaired or maintained. Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the VVS, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. **Video Visitation Services.** Company shall be responsible for: (a) furnishing, installing, repairing and servicing the VVS equipment listed below; (b) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (c) the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of Company’s obligations hereunder. Company reserves the right to control unbillables, bad debt and fraud. Premises Provider and Company shall use best efforts to promote video visitation, including: (a) make video visitation available for at least 12 hours a day every day, without inmate session limitations except in connection with disciplinary action; (b) allow Company to promote the use of video visitation through, among others, the distribution of promotional material at Premises Provider Facility locations, IVR recordings, the Web, and press releases; (c) allow Company to have promotional pricing to make video visitation an attractive alternative.

7. **VVS Software.** Company shall deploy a hosted application server in Company video visitation data center. Company's VVS software provides the following functionalities for visitation scheduling: (a) unlimited number of user licenses for scheduling software; (b) facility registration and scheduling; (c) public web-based registration and scheduling; (d) multilingual web interface (English, Spanish); and (e) professional web-based registration and scheduling. The VVS software allows Premises Provider to (a) manage public and professional visits; (b) manage non-contact and contact visits; (c) manage on premises video visitation and remote video visitation; (d) establish set schedules for non-contact visits, contact visits, on premises video visits, and remote video visits; (e) have officer check in for all on premises visits; and (f) have officer video check-in prior to remote video visitation start. Premises Provider may configure the VVS software for staff access privileges, visitation restrictions for inmates and visitors, and scheduling and conflicts. The VVS software may be integrated with Premises Provider's Jail Management System (or "JMS") for one-way data transfers; provided, however, Company shall not be responsible for any charges that may be assessed for the interface or its maintenance by Premises Provider's JMS provider. Premises Provider may use the VVS software for live monitoring and recording with sixty (60) day recording storage, and may create certain data reports based on the data available via the VVS software.

8. **VVS Hardware.** Company will provide the following hardware and equipment for use with VVS:

- 28 Inmate Units
- 16 Visitor Units

9. **VVS Rates.**

On-Premises video visits beyond free visits required by law shall be \$0.40 per minute for the duration of the visit.

Remote video visits shall be charged in accordance with the table below. There shall be 10 and 25 minute visits allowed.

Visit Duration	Charge to Visiting Party
10 Minute	\$4.40
25 Minute	\$11.00

10. **Additional Terms**

- a. **Monitoring and Recording.** Premises Provider agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control video communication recordation or monitoring by Premises Provider or compliance therewith. Premises Provider 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 video monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider shall be solely responsible for any liability, costs and expenses relating to any claims made against Company or its affiliates arising out of failure of Premises Provider (or Company at the direction of Premises Provider) to comply with such law, regulation or guideline. Premises Provider acknowledges that all video communication detail records and recordings (DRs) in connection with VVS are the exclusive property of Premises Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, Company shall have the right to use the DRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

11. **Additional Limitation of Liability.**

COMPANY AND ITS AFFILIATES AND SUPPLIERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF THE VIDEO VISITATION UNITS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR

ACCESSORY IN ANY RELATED ACTIVITIES BY ANY VIDEO VISITATION UNIT SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE VIDEO VISITATION UNITS, OR RELATED ACCESSORIES. PREMISES PROVIDER 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 VVS AND EACH OF ITS COMPONENTS 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 VVS. COMPANY DOES NOT WARRANT THAT THE VVS WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF THE VVS WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH THE VVS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF THE VVS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.