

Omail Services Agreement

1. **Parties.** These Terms and Conditions are by and between Iowa Department of Corrections (IADOC) and Advanced Technologies Group, Inc.. (ATG), dated as of the Oct 10, 2008 (Effective Date). These terms and conditions constitute the complete Agreement (Agreement).

2. **Service.** ATG's CorrLinks website lets friends and family subscribe and send electronic messages (Omail) to current offenders at the IADOC prisons. Initially messages created by public will be printed and delivered by Iowa DOC personnel to offenders. If subsequently Iowa DOC decides to allow inmates to compose/read messages, Iowa DOC will be responsible for providing all the infrastructure (workstation, network, etc.) needed and ATG will provide the Omail software.

ATG will charge \$0.25 per message of which \$0.11 will be paid to IADOC as commission. ATG will provide the Omail software and will host the Corrlinks website on its servers. Members of public will be able to use a credit card to fund their Corrlinks account, ATG will charge \$ 1.25 convenience fee for each credit card transaction.

3. **Confidentiality.** ATG will continue to follow existing confidentiality requirements regarding offender information and agrees to make no disclosure thereof to any third party, except as may otherwise be required by law. Notification of any disclosure required by law shall be promptly made to the IADOC.

4. **Term.** This Agreement shall commence on the Effective Date, and shall continue for a period of one (1) year and, shall renew automatically for additional one (1) year periods unless terminated by either party with a thirty (30) days written notice.

5. **Liability.** Each Party agrees that it shall, to the full extent allowed by law, assume all liability for any mishandling of funds or for any losses associated with any funds in its respective bank account.

6. **Indemnification.** Parties hereto are acting hereunder as independent contractors and not as joint ventures, partners, employer-employee, principal-agent or other similar business arrangement. Except as provided herein, this Agreement shall not be construed as authority for either party to act for the other party in any agency or other similar capacity.

7. **Notices.** Any notice, consent, or other communication to be given under this Agreement by any Party to the other Party shall be in writing and shall be supplied by one or more of the following methods:

- a. Hand delivered or sent by express mail to the other Party at the address on the signature page of the Agreement.
- b. By e-mail transmission sent to the other Party at the address on the signature page of the Agreement.

Any party may change their address and/or e-mail for future payments or communications by giving written notice thereof to the other parties.

8. **Governing Law.**

Any dispute, claim, controversy among the parties arising out of or relating to this Agreement, the dispute, claim or controversy shall be governed by Iowa law and is preferred to be resolved by and through an arbitration proceeding to be conducted under the auspices and the commercial arbitration rules of the American Arbitration Association. The arbitrability of the dispute, claim or controversy shall likewise be determined in the arbitration. If conducted, the arbitration proceeding shall be conducted in as expedited a manner as is then permitted by the commercial arbitration rules of the American Arbitration Association. Nothing herein shall be deemed a waiver of the right to jury trial.

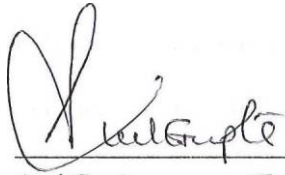
If conducted, the arbitrator(s) shall follow Iowa law in rendering an award; the cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable, including, without limitation, each party shall bear their own attorneys' fees and costs, regardless of the outcome of arbitration.

9. **Force Majeure.** Neither party shall be liable for any failure to fulfill its obligations hereunder due to causes beyond its control, including acts or omissions of government or military authority, acts of God (including earthquakes and floods), shortages of materials, explosions, embargoes, telecommunications failures (including any systemic Internet failures and any interruptions in services of any of ATG's service providers), fires, labor disturbances, riots or wars; *provided*, that if either party shall be unable substantially to fulfill its obligations under this Agreement for a period of greater than thirty (30) days, the other party shall be permitted to terminate this Agreement upon ten (10) days' notice.

10. **Provisions of this Agreement.** In that any one or more of the provisions contained herein is held invalid or unenforceable in any respect, the parties shall negotiate in good faith with a view toward substituting thereof a suitable and equitable solution in order to carry out the intent and purpose of such invalid provision; provided, however, that the validity and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way impaired thereby, it being intended that all of the rights and privileges of the parties hereto shall be enforceable to the fullest extent permitted by law.

11. **Entire Agreement.** This Agreement supersedes all prior agreements and understandings, oral or written, with respect to the subject matter of this Agreement. This Agreement shall be binding upon and inure to the benefit of ATG and IADOC. No third party, including any Sender or offender, shall be entitled to the benefits of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.


Atul Gupta
Chairman and CEO
Advanced Technologies Group, Inc.
8/15/2012

Brad Hier
Dep. Director of Admin
Iowa Department of Correction