



Master Services Agreement
ARKANSAS DEPARTMENT OF CORRECTION and
ARKANSAS COMMUNITY CORRECTION (AR)
A003081

This Master Services Agreement (this "Agreement") is by and between the Arkansas Department of Correction (ADC) and the Arkansas Community Correction (ACC) ("Agencies" or "Customer"), and Securus Technologies, Inc., ("Provider").

Whereas the Customer desires that Provider install an inmate telecommunications system ("ICS") and provide telecommunications and maintenance services according to the terms and conditions in this Agreement, the Schedules, any Work Orders, RFTP Number: SP 15-0016 (the "RFTP") and Provider's response to the RFTP dated October 10, 2014 (the "RFTP Response"), which are incorporated by reference into this Agreement. It is the intent of the Provider and the Customer (the "Parties") that, in the case of a conflict between the terms of this Agreement and the terms of either the RFTP or RFTP Response, the Agreement is subordinate to the RFTP and RFTP response, and the terms of the RFTP or RFTP Response shall govern. In the case of a conflict between the RFTP and the RFTP Response, the terms of the RFTP shall govern. The "Effective Date" of this Agreement is the date the Agreement is approved by the State Procurement Official.

Whereas the Provider agrees to install the ICS and provide telecommunications and maintenance services according to the terms and conditions in this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Applications. This Agreement specifies the general terms and conditions under which the Provider will perform certain inmate-related services and applications for the Customer. Additional terms and conditions with respect to the applications will be specified in the schedules entered into by the Parties and attached hereto (the "Schedules") and in the RFTP Response attached hereto as Schedule A. The Schedules are incorporated into this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of

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any conflict between any two Schedules for a particular application, the latest in time shall govern.

2. Use of Applications. The Customer grants the Provider the exclusive right and license to install, maintain, and derive revenue from the applications through the ICS (including, without limitation, the related hardware and software) located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). The Customer is responsible for the manner in which it uses the applications. Unless expressly permitted by a Schedule or separate written agreement with Provider, the Customer will not resell the applications or provide access to the applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate telecommunications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, and debit calling) at all existing and future correctional facilities under the authority of Customer in lieu of any other third party providing such inmate telecommunications, including without limitation, Customer's employees, agents, or subcontractors; *provided, however*, Customer shall not be prohibited from obtaining communication services for purposes unrelated to those provided by Provider hereunder, such as those for parole board hearings and/or arraignments.
3. Compensation. Compensation for each application, if any, and the applicable payment addresses are as stated in the Schedules.
4. Term. The obligations of the parties shall be effective as of the Effective Date and shall end on the date that is thirty-six (36) months thereafter ("Initial Term"). Provider shall be allowed up to 120 days to allow for installation of ICS hardware and/or implementation of network connectivity. Upon mutual agreement by the Customer and Provider, this Agreement may be renewed for successive periods of twelve (12) months each for up to four (4) additional twelve (12) month terms (each a "Renewal Term" and collectively "Renewal Terms"). In no event shall the total contract term be more than seven (7) years or eighty-four (84) months. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as the Provider continues to provide the ICS to the Customer after the expiration or earlier termination of this Agreement.
5. Service Level Agreement and Limited Remedy. The Provider is committed to providing the Customer with reliable, high quality applications and ICS, and the Provider offers certain

assurances about the quality of the ICS (the "Service Level Agreement"). The Service Level Agreement for each application and the ICS is as set forth in the applicable Schedule.

6. Software License. The Provider grants the Customer a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the ICS and applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features for the services provided in this Agreement (the "Updates"). Updates do not include additional features for services not provided in this Agreement. The Customer is the license holder of any third-party software products the Provider may obtain on the Customer's behalf. The Customer authorizes the Provider to provide or preinstall the third-party software and agrees that the Provider may agree to the third-party End User License Agreements on the Customer's behalf. The Customer's rights to use any third-party software product that the Provider provides shall be limited by the terms of the underlying license that the Provider obtained for such product. The Software is to be used solely for the Customer's internal business purposes in connection with the ICS at the Facilities. The Customer will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that the Provider did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. The Provider is not liable with regard to any Software that the Customer uses in a prohibited manner
7. Ownership and Use. The ICS and related applications, records, data, and information shall at all times remain the Provider's sole and exclusive property unless prohibited by law, excepting call detail and recorded communications, for which the Customer retains ownership. During the term of this Agreement and for a reasonable period of time not less than 5 years thereafter, the Provider will provide the Customer with reasonable access to the related records, data, and information. The Provider (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to the ICS and related applications and Provider's other

products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent. Paragraphs 6 and 7 of this Agreement do not apply to any software or applications developed independently by the Customer and unrelated to inmate telecommunications with individuals or entities other than the Customer.

8. Legality/Limited License Agreement. For services related to the ICS and related applications which may allow the Customer to monitor and record inmate or other administrative telephone calls, by providing the application, the Provider makes no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls. Further, the Customer retains custody and ownership of all recordings; however, the Customer grants the Provider a perpetual limited license to compile, store, and access recordings or inmate calls for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls with their attorneys or to recordings protected from disclosure by other applicable privileges.
9. Confidentiality. The ICS, applications and related call detail billing records, which are considered Customer Proprietary Network Information (CPNI) (the "Confidential Information") shall at all times remain confidential to Provider. CPNI is the data collected by telecommunication companies about a consumer's telephone calls, whose privacy is governed by the Federal Communications Commission, pursuant to the Telecommunications Act of 1996. The Customer agrees that the Customer will not disclose such Confidential Information to any third party without the Provider's prior written consent. This Confidentiality agreement does not apply to call detail and recorded communications, and related data and records. Because the Customer will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and applications, the Customer shall only access the applications with computer systems that have effective firewall and anti-virus protection.
10. Claims. To the fullest extent allowed by applicable law, each Party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants

contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement. Furthermore, the Parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each Party bears the burden of its own compliance.

11. Insurance. The Provider maintains comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. The Customer agrees to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against the Customer arising out of or related to the utilization of the applications and the ICS in which the Provider is brought in as a co-defendant in the Claim. The Provider has the right to defend any such claim, demand, or cause of action at the Provider's sole cost and expense and within the Provider's sole and exclusive discretion. The Customer agrees not to compromise or settle any claim or cause of action (where the Provider is a co-defendant) arising out of or related to the use of the applications or ICS without the Provider's prior written consent, which consent shall not be unreasonably withheld when settlement is in the Customer's and Provider's mutual best interest, and the Customer will assist the Provider with defense of any such claim, demand, or cause of action.
12. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if the Customer breaches its obligations in the section entitled "Software License" or the section entitled "Confidentiality", then the Provider shall have the right to terminate this Agreement immediately.
13. Limitation of Liability. Limitation of liability shall be as set forth in paragraph 1.16, Statement of Liability, of the RFTP.

14. Uncontrollable Circumstance. The Provider reserves the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside the Provider's control related to the Facilities (including, without limitation, changes in rates, commissions, regulations, or operations mandated by law; acts of God; actions the Customer takes for security reasons) negatively impact the Provider's business; however, the Provider shall not unreasonably exercise such right. Further, the Customer acknowledges that the Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict the Provider from taking any steps necessary to perform in compliance therewith.
15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" may irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to seek immediate court ordered injunctive relief to address any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.
16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.
17. Notices. Any notice or demand made by either Party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the Party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.
18. No Third-party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the Parties and shall inure solely to their benefit. The provisions of this Agreement are

intended to assist only the Parties in determining and performing their obligations hereunder, and the Parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

19. Discrimination. In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Provider agrees that: (a) the Provider will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Provider will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Provider will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of Provider to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; and (e) the Provider will include the provision of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
20. Contingent Fee. The Provider guarantees that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Provider for the purpose of securing business.
21. Antitrust Assignment. As part of the consideration for entering into any contract pursuant to an invitation for bid, the Provider, acting by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this Agreement.
22. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. No waiver by either Party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of

the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of the Provider and the Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither Party may assign this Agreement without the prior written consent of the other Party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective Party, and to authorize the installation and operation of the ICS. The Provider and the Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the Parties or any other entity to create an agency, partnership, or joint venture between the Customer and the Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all Parties. The Parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services, equipment, or commissions received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each Party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each Party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the Parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

CUSTOMER:

Arkansas Department of Correction (ADC)

By: _____

Name: _____

Title: _____

Date: _____

Arkansas Community Correction (ACC)

By: _____

Name: _____

Title: _____

Date: _____

Customer's Notice Address:

ADC

ATTN: Director Wendy Kelley

P.O. Box 8707

Pine Bluff, AR 71611-8707

ACC

ATTN: Director Sheila Sharp

Two Union National Plaza

105 W. Capitol Avenue

Little Rock, AR 72201

PROVIDER:

Securus Technologies, Inc.

By: Robert Pickens

Name: Robert Pickens

Title: President

Date: 4-9-15

Provider's Notice Address:

14651 Dallas Parkway, Suite 600

Dallas, Texas 75254

Attention: General Counsel

Phone: (972) 277-0300

Provider's Payment Address:

14651 Dallas Parkway, Suite 600

Dallas, Texas 75254

Attention: Accounts Receivable

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator
Phone: (972) 277-0300

Service Schedule
ARKANSAS DEPARTMENT OF CORRECTION and
ARKANSAS COMMUNITY CORRECTION (AR)

This Schedule is between Securus Technologies, Inc. (the "Provider"), and the State of Arkansas, Office of Procurement for the Arkansas Department of Correction (ADC) and the Arkansas Community Correction (ACC) ("Agencies" or the "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the Parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. The Provider will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to do the following: (a) monitor and record inmate calls, (b) prevent monitoring and recording of private calls (i.e., attorney client calls, or other calls as approved and implemented by the Customer); private number settings allow the Customer to mark these calls not to be monitored or recorded, and the Customer is solely responsible for identifying, approving and disabling requests for private treatment; (c) maintain call detail records in accordance with our standard practices, (d) automatically shut the ICS on or off, and (e) allow free calls to the extent required by applicable law, and including, without limitation, calls to the PREA hotline. The Provider will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

COMPENSATION:

Collect Calls. The Provider will pay the Customer commission (the "Commission") based on the Gross Revenues that the Provider earns through the completion of collect calls, excluding interstate calls, placed from the Facilities as specified in the chart below. "Gross Revenues" shall mean all gross billed revenues relating to completed collect calls generated by and through the ICS. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties are

excluded from revenue to the Provider. The Provider shall remit the Commission for a calendar month to the Customer on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon the Customer unless the Provider receives written objection within twelve (12) months after the Payment Date. Customer's payment address is as set forth in the chart below. The Customer shall notify the Provider in writing at least sixty (60) days before a Payment Date of any change in Customer's payment address.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage*	Revenue Base for Calculation of Commission	Commission Payment Address
ADC Benton Unit 6701 Hwy 67 Benton, AR 72015	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC Boot Camp 2400 State Farm Road Tucker, AR 72160	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC Cummins Unit 3001 Hwy 388 Grady, AR 71644	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC Delta Regional Unit 880 E. Gaines Dermott, AR 71638	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC East Arkansas Regional Unit 326 E. Lee Brickeys, AR 72320	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC Grimes Unit 300 Corrections Drive Newport, AR 72112	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC J. Aaron Hawkins Sr Ctr for Women 8400 Hwy 386 Wrightsville, AR 72183	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC Maximum Security Unit 2501 State Farm Road Tucker, AR 72168	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611

Facility Name and Address	Type of Call Management Service	Commission Percentage*	Revenue Base for Calculation of Commission	Commission Payment Address
ADC McPherson Unit 302 Correction Drive Newport, AR 72112	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC Mississippi County Work Release 727 N. County Line Road Luxora, AR 72358	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC North Central Unit 10 Prison Circle Calico Rock, AR 72519	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC NW Arkansas Work Release Ctr 200 E. Price Avenue Springdale, AR 72764	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC Ouachita River Unit 100 Walco Lane Malvern, AR 72104	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC Pine Bluff Complex 890 Free Line Drive Pine Bluff, AR 71603	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC Randall L. Williams Facility 7206 W. 7 th Avenue Pine Bluff, AR 71603	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC State Police Barracks 3701 W. Roosevelt Little Rock, AR 72009	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC Texarkana Region Correction Ctr 100 N. State Line Box 21 Texarkana, AR 75501	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC Tucker Unit 2400 State Farm Road Tucker, AR 72168	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC Varner Unit Hwy 388 Pine Bluff, AR 71603	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC Wrightsville Unit 8400 Hwy 386 Wrightsville, AR 72183	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611
ADC Wrightsville Satellite Unit 8400 Hwy 386 Wrightsville, AR 72183	SCP	73%	Gross Revenues	AR Department of Correction Accounting Control P.O. Box 7468 Pine Bluff, AR 71611

*The commission percentage for the ADC will increase by one percent (1%) for each Renewal Term.

Facility Name and Address	Type of Call Management Service	Commission Percentage*	Revenue Base for Calculation of Commission	Commission Payment Address
ACC Central Arkansas 4823 W. 7th Street Little Rock, AR 72205	SCP	79%	Gross Revenues	Arkansas Community Correction Attn: Janetta Jackson 2 Union National Plaza 105 West Capitol, 3rd Floor Little Rock, AR 72201
ACC NE Arkansas 1351 Cyro Road Osceola, AR 72370	SCP	79%	Gross Revenues	Arkansas Community Correction Attn: Janetta Jackson 2 Union National Plaza 105 West Capitol, 3rd Floor Little Rock, AR 72201
ACC NW Arkansas 114 N. College Avenue Fayetteville, AR 72701	SCP	79%	Gross Revenues	Arkansas Community Correction Attn: Janetta Jackson 2 Union National Plaza 105 West Capitol, 3rd Floor Little Rock, AR 72201
ACC Omega Technical Violator Ctr 104 Walco Lane Malvern, AR 72104	SCP	79%	Gross Revenues	Arkansas Community Correction Attn: Janetta Jackson 2 Union National Plaza 105 West Capitol, 3rd Floor Little Rock, AR 72201
ACC SE Arkansas 7301 W. 13th Street Pine Bluff, AR 71602	SCP	79%	Gross Revenues	Arkansas Community Correction Attn: Janetta Jackson 2 Union National Plaza 105 West Capitol, 3rd Floor Little Rock, AR 72201
ACC SW Arkansas 506 Walnut Street Texarkana, AR 71854	SCP	79%	Gross Revenues	Arkansas Community Correction Attn: Janetta Jackson 2 Union National Plaza 105 West Capitol, 3rd Floor Little Rock, AR 72201

*Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. The Provider will provide the Customer with the Software regarding the Secure Calling Platform Interface (“S-Gate User Interface”) which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which the Provider may amend from time to time (“Compatible Equipment”). The Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

WORKSTATION REQUIREMENTS	
Processor	2 gigahertz (GHz) or higher processor
Operating System	Windows XP*, Windows Vista, Windows 7
Browser	Internet Explorer 8 or newer
Memory	At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory
Drive	CD-RW or DVD-RW drive
Display	Super VGA (1,024 x 768) or higher resolution video adapter
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	High speed internet access (dial up is not supported)
Installed Software	Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework 4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quick Time 7 or newer, Windows Media Player, Antivirus, WinZip or other zip utility

**XP Media center edition not supported*

SERVICE LEVEL AGREEMENT

The Provider agrees to repair and maintain the ICS in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels set forth in the RFTP Response. The Customer agrees to promptly notify the Provider in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the ICS is interfaced with other devices or software owned or used by the Customer or a third party, then Provider shall have no obligation to repair or maintain such other devices or software.

1. Outage Report; Technical Support. If either of the following occurs: (a) the Customer experiences a system outage or malfunction or (b) the ICS requires maintenance (each a "System Event"), then the Customer will promptly report the System Event to the Provider's Technical Support Department ("Technical Support"). The Customer may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. The Provider will provide the Customer commercially reasonable notice, when practical, before any Technical Support outage.
2. Response Process. In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact the Customer with the technician's estimated time of arrival),

- as necessary. In the event a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.
3. Performance of Service. All of our repair and maintenance of the ICS will be done in a good and workmanlike manner at no cost to the Customer except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the ICS that is agreed upon by the Parties may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.
 4. Escalation Contacts. The Customer's account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, the Customer may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.
 5. Monitoring. The Provider will monitor our back office and validation systems 24 hours a day, seven days a week.
 6. Required IGR. The Customer is responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request the Provider will provide the Customer with the specifications for the IGR. If the Customer is unable to or does not provide the IGR, then the Provider will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that the Provider is not responsible for any delay caused by the Customer's failure to provide the IGR.
 7. End-User Billing Services and Customer Care. Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website www.securustech.net, by email at CustomerService@securustech.net, and by facsimile at 972-277-0714. In addition, the Provider will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. The Provider will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

INMATE DEBIT

DESCRIPTION:

A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. The Provider will also allow inmate friends and family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by friends and family members into an inmate's Debit account become property of the inmate. The Provider establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). The Provider requires inmate to key in his/her PIN at the beginning of every Debit call in order to complete the call and pay for the call using the inmate's Debit account. The Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. The Customer agrees to use the Provider's SCP User Interface or utilize integration with the Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, the Provider will not be responsible for any delays due to (i) the Customer's failure to perform any of its obligations for the project; (ii) any of the Customer's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of the Provider's control.

INVOICING AND COMPENSATION:

The Provider shall invoice the Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt, and any payment received more than 30 days after invoice receipt will be considered late. The Provider shall pay the Customer the commission percentage that the Provider earns through the completion of Debit calls placed from the Customer's Facilities as specified in the Facilities and Related Specifications chart. The Provider reserves the right to deduct call credits from usage. The Provider shall remit the commission for a calendar month to the Customer on or before the 30th day after the end of the calendar month in which the Debit calls were made (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within twelve (12) months after the Payment Date.

Debit Commission Percentage*
Same Percentage as Collect

*Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).

THREADS™

DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional “community” feature, which allows other participating law enforcement agencies and correctional facilities to access and analyze corrections communications data from other agencies and correctional facilities within the community and data imported by other community members. The Customer’s use of THREADS™ is governed by and conditioned upon the terms set forth herein.

COMMUNITY FEATURE:

The Customer has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other participating law enforcement agencies and corrections facilities within the community, as well as any data imported or added by other authorized community members. The Customer acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review, but that certain data may be hidden from the community when necessary, such as internal affairs or confidential investigations.

THREADS™ TERMS OF USE:

1. The Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to the Customer’s access to and use of information obtained in connection with or through the THREADS™ application. The Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that the Provider makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. The

Provider shall have no obligation, responsibility, or liability for the Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to the Customer by virtue of its use of the THREADS™ application.

2. The Customer acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is the Customer's obligation to keep all such accessed information secure. Accordingly, the Customer shall (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify the Provider promptly of any such unauthorized access or use that the Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by the Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.
3. The Customer understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "**AS IS**." The Customer further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that the Customer shall not rely on the Provider for the accuracy or completeness of information obtained through the THREADS™ application. The Customer understands and acknowledges that the Customer may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. The Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if the Provider determines in its sole discretion that the THREADS™ application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, the Provider may, upon written notice, immediately terminate the Customer's access to the THREADS™ application. Provider shall have no liability to the Customer (or to any person

to whom the Customer may have provided data from the THREADS™ application) for any loss or injury arising out of or in connection with the THREADS application or the Customer's use thereof.

INVESTIGATOR PRO™

Investigator Pro™ is a voice biometric feature of SCP. Investigator Pro™ uses voice biometric technology developed to determine what inmate voice(s) appear on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice print enrollment process. This inmate voice print enrollment process will be the responsibility of the Agencies.

CALLING RATE TABLES

Collect:

	<u>Per Call</u>	<u>Per Minute</u>
Local	\$3.0000	\$0.1200
IntraLATA/Intrastate	\$3.0000	\$0.1200
InterLATA/Intrastate	\$3.0000	\$0.1200
IntraLATA/Interstate	--	\$0.2500
InterLATA/Interstate	--	\$0.2500

Prepaid Collect / Debit:

	<u>Per Call</u>	<u>Per Minute</u>
Local	\$3.0000	\$0.1200
IntraLATA/Intrastate	\$3.0000	\$0.1200
InterLATA/Intrastate	\$3.0000	\$0.1200
IntraLATA/Interstate	--	\$0.2100
InterLATA/Interstate	--	\$0.2100

Plus applicable taxes and other government fees; international rates, if applicable will vary by country.

B. Securus Video Visitation. In addition to the installation, maintenance and services of telecommunications equipment at the Agencies pursuant to this Agreement, the Provider will deploy a Video Visitation System at the ADC Facility(s) during the Term of the Agreement as more fully set forth in Exhibit B, attached hereto and incorporated herein by reference.

C. ConnectUs Inmate Service Platform. In addition to the installation, maintenance and services of telecommunications equipment at the Agencies pursuant to this Agreement, the Provider will install and provision the Provider's ConnectUs Inmate Service Platform (collectively, the "Service"), which will be configured with the Inmate Forms (Grievance) Application ("the Grievance Application") and other features such as the Sick Call function as more fully set forth in Exhibit C attached hereto and incorporated herein by reference. During the Term of the Agreement, the Provider may provide information to the Customer regarding other existing or newly-developed features available via the Service, which may incur additional charges and may be added through a mutually agreed and executed amendment to this Agreement.

D. Incremental Investigative Services and Technology. The Parties may agree to add in accordance with a separately executed amendment to this Agreement certain of the incremental investigative services and technology as outlined in the RFTP Response based on good faith negotiations respecting the impact, if any, on the compensation hereunder.

**Exhibit A: Customer Statement of Work
ARKANSAS DEPARTMENT OF CORRECTION and
ARKANSAS COMMUNITY CORRECTION (AR)**

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. (the "Provider"), and the Arkansas Department of Correction (ADC) and the Arkansas Community Correction (ACC) ("Agencies" or the "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

- A. Applications. The Parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.
- B. Equipment. The Provider will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, and storage for five (5) years/purge of inmate call recordings. Additional equipment or applications will be installed only upon mutual agreement by the Parties, and may incur additional charges.
- C. On-Site Systems Administrator. A certified and trained On-Site Systems Administrator will be provided during the hours of 8:00 AM – 4:00 PM, Monday thru Friday, to repair, maintain, and perform administrative functions for the Inmate Telephone System as required. A trained on-site substitute repair technician shall be provided to cover any absences of the assigned On-Site Systems Administrator beyond five (5) working days.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u></p> <p>Arkansas Department of Correction (ADC)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Arkansas Community Correction (ACC)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Customer's Notice Address:</p> <p>ADC ATTN: Director Wendy Kelley P.O. Box 8707 Pine Bluff, AR 71611-8707</p> <p>ACC ATTN: Director Sheila Sharp Two Union National Plaza 105 W. Capitol Avenue Little Rock, AR 72201</p>	<p><u>PROVIDER:</u></p> <p>Securus Technologies, Inc.</p> <p>By: <u>Robert Pickens</u></p> <p>Name: Robert Pickens</p> <p>Title: President</p> <p>Date: <u>4-9-15</u></p> <p>Provider's Notice Address:</p> <p>14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel Phone: (972) 277-0300</p> <p>Provider's Payment Address:</p> <p>14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: Accounts Receivable</p>
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Please return signed contract to:

**14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300**

This Exhibit B is made part of and governed by the Master Services Agreement (the “Agreement”) executed between Securus Technologies, Inc. (“Provider” or “Securus”) and the Arkansas Department of Correction (“ADC” or “Customer”). The terms and conditions of the Agreement are incorporated herein by reference. This Exhibit B shall be coterminous with the Agreement.

In addition to the Applications otherwise being provided to the Agencies pursuant to the Agreement, Provider shall deploy a Video Visitation System as specified in Attachment 1 at the Facility(s) during the Term of the Agreement.

TERMS:

The parties acknowledge that Securus Video Visitation sessions shall be limited to thirty (30) minute sessions, and that a session charge of up to \$12.99, plus applicable taxes/fees/surcharges, will apply to each remote Video Visitation session; provided, however, that Provider reserves the right, at its sole option, to offer promotional pricing for as low as \$5.00 per session, and to extend the duration of visitation sessions. As used herein, “remote” Video Visitation sessions shall mean sessions where the inmate’s visitor is visiting from a location not on Customer’s premises.

Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus’ promotional literature in the Facility’s visitation lobby; and (b) issue a concurrent press release regarding the execution of this agreement by both parties.

If applicable, all recorded Video Visitation sessions will have a standard retention of thirty (30) days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within thirty (30) days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after thirty (30) days.

PROVIDER FUNDING OF UPFRONT COSTS

Attachment 1 (Video Visitation Schedule) indicates a specific dollar amount that Provider is willing to fund of the upfront costs of purchasing and installing the Video Visitation System (the “upfront costs”). Customer, at its option, may either accept or decline this funding by choosing one of the following options (place a check (“V” or “X”) next to option selected):

Option 1: Customer elects to accept the Provider funding of upfront costs set forth in Attachment 1 (Video Visitation Schedule). By choosing this option, Customer will implement the following additional requirements (which are designed to maximize the full utilization of the Video Visitation System at the Facility for paid Video Visitation sessions and thus allow Provider to recover such upfront funding over time):

1. Customer agrees that Video Visitation must be available for paid remote sessions seven (7) days a week for a minimum of fifty (50) hours per Video Visitation terminal per week.
2. Professional and indigent visits will continue to be permitted through traditional means pursuant to Facility policy.
3. Customer shall allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
4. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider’s website at www.securustech.net.
5. Customer will make a good faith effort to promote video visitation services.
6. Within twelve (12) months following deployment of the Video Visitation System, Customer shall make a good faith effort to reach at least one (1) remote paid Video Visitation session per inmate per month. However, nothing in this provision requires the Facility to terminate onsite visitation for professional and indigent visits.

COMPENSATION: (Paid Remote Video Visitation Only)

Once Provider has recouped its upfront costs set forth in Attachment 1, Provider shall pay Customer the commission percentage of the session charges paid to Provider, excluding applicable taxes/fees/surcharges, for Video Visitation sessions placed to Customer's Facilities as specified in the Facilities and Related Specifications chart set forth in the Agreement (the "Video Visitation Commission"). Provider shall remit the Video Visitation Commission for a calendar month to Customer on or before the 30th day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within twelve (12) months after the Payment Date. Provider agrees to provide ADC with periodic reporting concerning the progress of Provider's recoupment of the upfront costs in Attachment 1, including access to Provider's books and records as is reasonably necessary to apprise ADC of such progress.

Type of Video Visitation	Video Visitation Commission Percentage (Paid Remote Video Visitation Only)
Remote Paid	20%*

* Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays. Commission payments will commence once Paid Remote Video Visit revenue reaches a level that recoups upfront costs of the Provider.

Provider is responsible for Offender Management System (eOMIS) and Commissary fees up to \$10,000.00 over the term of the Agreement. Customer is responsible for all eOMIS and Commissary integration fees that exceed \$10,000.00, as well as electrical installation and costs.

WARRANTY: Provider warrants that the services it provides as contemplated in and by this Exhibit will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Exhibit will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Exhibit, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from

Provider any hardware components in connection with the services hereunder (“Hardware Components”), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components. This warranty shall be conditional on Customer’s compliance with the provisions of this Warranty section.

Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

When applicable, Provider shall provide the required replacement parts and components free of charge.

THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND.

SOFTWARE LICENSE: Provider grants Customer a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Video Visitation System (the “Software”). The Software includes any upgrades, modifications, updates, and additions to existing features for services provided in the Agreement that Provider implements in its discretion (the “Updates”). Updates do not include additional features and significant enhancements to existing features for services not provided in this Agreement. Customer is the license holder of any third-party software product Provider obtains on Customer’s behalf. Customer authorizes Provider to provide or preinstall the third-party software and


agree that Provider may agree to the third-party End User License Agreements on Customer's behalf. Customer's rights to use any third-party software product that Provider provides shall be limited by the terms of the underlying license that Provider obtained for such product. The Software is to be used solely for Customer's internal business purposes in connection with the Video Visitation system at the Facilities. Customer will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Provider did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Provider is not liable with regard to any Software that Customer uses in a prohibited manner.

OWNERSHIP AND USE. The Video Visitation System and Software shall at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's Applications, the Video Visitation System, and Provider's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

LEGALITY/LIMITED LICENSE AGREEMENT: For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Customer may utilize settings to disable the monitoring and recording function to prevent monitoring and recording of private sessions (i.e., attorney client privileged communications, etc.) which shall be Customer's sole responsibility to identify, approve and disable. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they

may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges

IN WITNESS WHEREOF, the parties have caused this Video Visitation Exhibit to be executed as of the Amendment Effective Date by their duly authorized representatives.

<p><u>CUSTOMER:</u> Arkansas Department of Correction (ADC)</p> <p>By: _____ Name: _____ Title: _____</p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: <u></u> Name: Robert Pickens Title: President</p>
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**Video Visitation Schedule
ARKANSAS DEPARTMENT OF CORRECTION (AR)**

**Attachment 1
Securus Video Visitation Pricing**

Type	Description	One Time/ Recurring	QTY	Total	Responsible Party
Installation and Implementation	Network Wiring Installation	One time		\$175,000.00	Provider
	Electrical Wiring Installation	One time		\$0.00	Customer
	3 rd Party eOMIS Provider Fees			Up to \$10,000.00	Provider
	Software Application Setup, including eOMIS import mapping	One time	1	\$5,875.00	Provider
	• Inmate Forms (Grievance) Application	One time		\$0.00	Provider
	• Inmate Sick Call Application	One time		\$0.00	Provider
Hardware	Video Visitation Terminals – single handset (inmate side)	One time	400	\$1,600,000.00	Provider
	Recording	30 Day Purge		\$0.00	Provider
	Total Video Visitation Terminal Installation	One time	400	\$200,000.00	Provider
	Annual Terminal Extended Hardware Maintenance (optional)	Recurring	400	\$79,600.00	Provider
Software	Software Licensing Fee	Recurring	400	\$144,000.00	Provider
	Software Maintenance Fee	Recurring		\$0.00	Provider
Annual Subscription and Hosting Fee	Grievance Module	Recurring		Included	Provider
	Inmate Sick Call Application	Recurring		Included	Provider
Miscellaneous	Training	Per day	2	\$4,000.00	Provider
	• Term	Re-occurring	7	\$1,565,200.00	
	• Total Value:			\$3,560,075.00	
	Securus:			\$3,560,075.00	
	Customer Pays:			Electrical	

This Exhibit C is made a part of and governed by the Master Services Agreement (the “Agreement”) executed between Securus Technologies, Inc. (“Provider”), and the Arkansas Department of Correction (ADC) (“Agency” or “Customer”). The terms and conditions of the Agreement are incorporated herein by reference. This Exhibit C shall be coterminous with the Agreement.

CONNECTUS INMATE SERVICE PLATFORM

DESCRIPTION:

Provider will install and provision the Provider’s ConnectUs Inmate Service Platform (collectively, the “Service”) at the Facilities, which will be configured with the Inmate Forms (Grievance) Application (“the Grievance Application”) and other features such as the Sick Call function. During the Term of the Agreement, the Provider may provide information to the Customer regarding other existing or newly-developed features available via the Service. ConnectUs is a secure, comprehensive inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications. ConnectUs allows inmates to use multiple applications at the same time and automatically prioritizes scheduled communications events to take precedence over non-scheduled events. The Grievance Application is designed to assist Customer in the efficient management of inmate grievances, through the systematic receipt, routing and categorization of grievance situations, as well as a tracking system that improves efficiencies, enabling improved response times and metrics useful in assessments and resource allocations. Provider will retain and provide Customer access to the data for the term of the Agreement.

GENERAL TERMS AND CONDITIONS:

1. PROVISION OF SERVICE

Provider will make the following Services available to Customer at Customer’s facilities through the ConnectUs Inmate Service Platform (collectively, the “Service”) during the Term of the Agreement, subject to the terms of the Agreement and this Exhibit.

2. GRANT OF RIGHTS; OWNERSHIP OF PROPERTY; USE AND RESTRICTIONS

2.1 Grant of Rights. Subject to the terms of the Agreement and this Exhibit: (a) Provider hereby grants Customer a non-exclusive, non-transferable right during the Term of the Agreement to access and

use the Service solely for Customer's internal business purposes as contemplated herein, subject to the Service scope and pricing specified herein; and (b) Customer hereby grants Provider a non-exclusive, non-transferable right to use the electronic data specifically pertaining to Customer and/or its users that is submitted into the Service (collectively, "Customer Data") as necessary for the limited purpose of performing the Service.

2.2 Ownership. Provider and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "Provider Property"): (a) the Service and all other software, hardware, technology, documentation, and information provided by Provider in connection with the Service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Provider during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by Provider in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Customer's rights in connection with the Provider Property. Customer owns and retains all right, title, and interest in and to the Customer Data and all intellectual property rights therein. Except as otherwise expressly authorized herein or by Customer in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Provider's rights in connection with the Customer Data.

2.3 Use and Restrictions.

- (a) Except as expressly permitted under the Agreement or this Exhibit, Customer shall not directly or indirectly do any of the following: (i) access, use, sell, distribute, sublicense, or commercially exploit any Provider Property or any rights under the Agreement, including without limitation any access or use of any Provider Property; (ii) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the Service; (iii) copy, modify, or prepare derivative works based on Provider Property; (iv) reverse engineer, decompile, disassemble, or attempt to derive source code from any Provider Property; or (v) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Provider Property.
- (b) At Provider's sole and reasonable discretion, certain of the selected Applications will be made available only during times which would not otherwise interfere with the use of Provider's revenue generating Applications and services.

- (c) Applications ordered by Customer may be disabled by Customer at any time during the Term of the Agreement upon written notice to Provider by an authorized representative of Customer; provided, however, Customer shall remain responsible for paying the Annual Subscription and Hosting Fee according to the Agreement, this Exhibit and any fully executed Sales Order Form(s), unless otherwise agreed by both parties pursuant to a written and signed amendment.
- (d) Provider may deny the publication of certain documents, videos or forms in connection with the Service, if in Provider's sole and reasonable discretion, such materials are in conflict with the provision of Provider's Service hereunder.
- (e) Customer shall allow Provider to display videos, documents and digital messages to inmates through ConnectUs to promote Provider's new and existing services, products and features.
- (f) Provider is not responsible and hereby disclaims any liability for any and all content of any third party Applications, which may be made available through the Service, or for any documents, videos or forms, which may be published by Customer, either directly or from outside sources and made available through the Service.

3. WARRANTIES AND LIMITATIONS

3.1 Service Warranties.

- (a) Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components.
- (b) Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Provider make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

3.2 Limitation of Warranty.

(a) THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

(b) EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND.

3.3 Professional Responsibility. As between Customer and Provider, Customer assumes full responsibility for the use of information provided through the Application(s) for patient care. Clinical information, if any, in the Applications is intended as a supplement to, and not a substitute for, the knowledge, expertise, and judgment of professional personnel. Customer acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Provider disclaims liability for the use of any information provided by, or results obtained from, the Applications used by professional personnel. Provider, its affiliates and licensors, are not liable for actions of Customer or its authorized users, which may result in any liability due to malpractice or failure to warn. Provider provides no medical or other professional advice in connection with the Applications and the information contained therein. The parties acknowledge that a licensed professional is responsible for independently reaching any medical or other professional judgment and for any resulting diagnosis and treatments, notwithstanding any use of the Applications by such professional.

EXECUTED as of the Amendment Effective Date.

CUSTOMER:

Arkansas Department of Correction (ADC)

By: _____

Name: _____

Title: _____

Date: _____

PROVIDER:

Securus Technologies, Inc.

By: 

Name: Robert Pickens

Title: President

Date: 4-9-15