

Master Services Agreement**MISSISSIPPI COUNTY DETENTION CENTER (AR)****A002873****Option A**

This Master Services Agreement (this "Agreement") is by and between MISSISSIPPI COUNTY DETENTION CENTER ("Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the last date signed by either party (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunication system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement and the Schedule and Work Orders, which are incorporated by reference into 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 we will perform certain inmate-related services and applications (the "Application(s)") for you. 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"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of 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 any conflict between any two Schedules for a particular Application, the latest in time shall govern.

2. **Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you 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 related communications, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.

3. **Compensation.** Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.

4. **Term.** The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is 24 months thereafter. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for 2 successive periods of 24 months each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.

5. **Service Level Agreement and Limited Remedy.** We are committed to providing you with reliable, high quality Applications and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

6. **Software License.** We grant you 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 Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to

existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You 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 we 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. We are not liable with regard to any Software that you use in a prohibited manner.

7. **Ownership and Use.** The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (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 our Applications, the System, and our 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.

8. **Legality/Limited License Agreement.** For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages 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 or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. **Confidentiality and Non-Disclosure.** The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you 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, you shall only access the Software with computer systems that have effective firewall and anti-virus protection. Moreover, you acknowledge that the contents of this contract constitute proprietary trade secrets and represent that you have not disclosed the terms and conditions of this Agreement to anyone outside of your organization save your legal representative. You warrant that you will keep the terms and conditions of this Agreement confidential and, unless required by court order or statute, will not disclose such information without Provider's express written consent (except that you may disclose the contents of this Agreement to your attorney or tax advisor, if any, but only after informing those persons that they must keep confidential the information contained herein). Before complying with any such court order or statute, you agree to notify Provider so that it may assert any rights to non-disclosure that it may have under the applicable law.

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. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics. The Customer agrees to indemnify the Provider against any and all Claims arising out of or related to instruction Provider receives from the Customer.

11. **Insurance.** We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the use of the Applications or System without our prior written consent and you are

required to assist us with our 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 you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

14. **Uncontrollable Circumstance.** We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that 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 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" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop 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. **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 Provider and 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 System. Provider and

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 Customer and 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 or equipment 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.

<p><u>CUSTOMER:</u> MISSISSIPPI COUNTY DETENTION CENTER</p> <p>By: <u><i>Randy L. Carroll</i></u></p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p><u>Customer's Notice Address and Phone Number:</u></p> <p>685 N COUNTY RD 599 LUXORA, AR 72358</p> <p>Phone: _____</p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: <u><i>RHP</i></u></p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p> <p>Date: <u>3-15-11</u></p> <p><u>Provider's Notice Address:</u></p> <p>14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel</p> <p>Phone: (972) 277-0300</p> <p><u>Provider's Payment Address:</u></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

MISSISSIPPI COUNTY DETENTION CENTER (AR)

A002873

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and MISSISSIPPI COUNTY DETENTION CENTER ("you" or "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. We will provide the following Applications:

CALL MANAGEMENT SYSTEMDESCRIPTION:

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 (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by us, (c) maintain call detail records in accordance with our standard practices, (d) automatically shut the System on or off, and (e) allow free calls to the extent required by applicable law. We 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. We will pay you commission (the "Commission") based on T - True Gross. Revenues we earn through the completion of collect 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 Inmate Telecommunications System. 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, and promotional programs are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you 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 you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commissions Payment Address
MISSISSIPPI COUNTY DETENTION CENTER 685 N COUNTY RD 599 LUXORA AR, 72358	SCP	Single: 55%	T - True Gross	685 NORTH COUNTY ROAD 599 LUXORA AR, 72358

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEMDESCRIPTION:

Secure Calling Platform User Interface. We will provide you 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 we may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. 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	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
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Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	Internet access

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System 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 in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided Openworkstation(s) (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "Openworkstation" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the Openworkstation is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an Openworkstation. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY OPENWORKSTATION(S)."

1. **Outage Report: Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You 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. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

2. **Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

"Priority 1"	30% or more of the functionality of the System is adversely affected by the System Event.
"Priority 2"	5% - 29% of the functionality of the System is adversely affected by the System Event.
"Priority 3"	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. **Response Times.** After receipt notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. **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 you with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. **Performance of Service.** All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. **Escalation Contacts.** Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you 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.

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. End-User Billing Services and Customer Care. Our 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 during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, we 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. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

CALLING RATES

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

Exhibits A: Customer Statement of Work

MISSISSIPPI COUNTY DETENTION CENTER (AR)

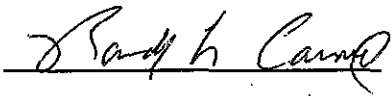

A002873

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and MISSISSIPPI COUNTY DETENTION CENTER ("you" or "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. We 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 180 Day / Purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u></p> <p>MISSISSIPPI COUNTY DETENTION CENTER</p> <p>By: <u></u></p> <p>Name: _____</p> <p>Title: _____</p>	<p><u>PROVIDER:</u></p> <p>Securus Technologies, Inc.</p> <p>By: <u></u></p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</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



MISSISSIPPI COUNTY DETENTION CENTER (AR)
A002873

FIRST AMENDMENT
TO
MASTER SERVICES AGREEMENT

This FIRST AMENDMENT ("First Amendment") is effective as of the last date signed by a party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement dated March 15, 2011 (the "Agreement") by and between Mississippi County Detention Center ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider").

WHEREAS, Customer and Provider desire to amend the Agreement to provide for an extension of the Term of the Agreement by twenty-four (24) months and to add Visitation Phone Monitoring and Recording ("VPM") as more fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. Term. This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement. Section 4 of the Agreement shall be amended to reflect that the Term shall be renewed and extended by twenty-four (24) months with a modified end date of March 15, 2017. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for one (1) successive period of twenty-four (24) months. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
2. VPM. Effective as of the First Amendment Effective Date, we will provide to Customer sixteen (16) VPM sets, which shall be installed in the Facility identified in the chart below:

Table with 1 column: Facility Name and Address. Content: Mississippi County Detention Center, 685 N. County Road 599, Luxora, AR 72358

- 3. 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 commissions shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).
4. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the First Amendment Effective Date.

Signature block for CUSTOMER and PROVIDER. CUSTOMER: Mississippi County Detention Center, By: Audrey L. Cook, Name: Sheriff, Title: Sheriff, Date: 5/12/14. PROVIDER: Securus Technologies, Inc., By: Robert Pickens, Name: Robert Pickens, Title: President, Date: [blank]

Please return signed contract to:
14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

COPY

RECEIVED
12/9/16

ELECTRONIC MESSAGING SYSTEM AGREEMENT

THIS AGREEMENT by and between the Mississippi County Sheriff's Office, with principal offices located at 685 N Co Rd 599, Luxora, AR 72358, hereinafter referred to as "CLIENT", and Smart Communications Holding, Inc. or its designated assignee, with principal offices located at 4522 W North B St., Tampa, Florida 33609, hereinafter referred to as "CONTRACTOR", is entered into as of the _____ day of _____, 2016.

WITNESSETH:

WHEREAS, Contractor desires to provide Client, at no cost to Client, a complete two-way, closed circuit, secure electronic messaging system for the inmates at the Client Jail Facility located at the Client address stated above ("Facilities"), and

WHEREAS, Contractor is willing to provide all of the equipment and support services to operate the electronic messaging system at no cost to Client, including the kiosks, software, maintenance and support for the system, and

WHEREAS, Contractor has agreed to provide for the installation of Category 5e network data cabling and electrical service to each kiosk, and

WHEREAS, Contractor is willing to provide Client with a percentage of the fees collected from the users of the electronic messaging system, and

WHEREAS, Client desires to provide the inmates of the Client Jail Facilities with this electronic messaging system and is willing to provide Contractor with access to Client Jail Facilities for the purposes of installing and maintaining this electronic messaging system.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

SECTION 1: ENGAGEMENT OF CONTRACTOR

1.1. Client hereby engages Contractor to provide, on an exclusive basis, a fully functional electronic messaging system to the inmates residing in the Client Jail Facilities. The parties agree that this Agreement shall be governed by all federal, state and county laws applicable to Hillsborough County, Florida.

SECTION 2: CONTRACTOR'S RESPONSIBILITIES

2.1. Contractor will provide at no cost to Client a fully functional electronic messaging system for the inmates of the Client's Jail Facilities. Contractor is exclusively responsible

for providing all of the hardware kiosks, the software to include the operating systems and application software needed for operation of the system.

2.2. Contractor will provide at no cost to Client the labor for the installation of the kiosk hardware.

2.3. Contractor will provide at no cost to Client the labor, hardware, and software needed for the installation and continued operating and maintenance of the electronic messaging system.

2.4. Contractor is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the electronic messaging system at the Client Jail Facilities. These costs do not include the costs of the actual electrical power.

2.5. Contractor will maintain records for a period of seven (7) years from the date the record is made. Upon request, Contractor will provide Client with copies of the requested record for the purpose of inspecting, examining, and auditing the Contractor's records directly relevant to Client.

2.6. Contractor will provide each inmate of the Client Jail Facilities, two (2) message credits per week at no charge to satisfy the needs of indigent inmates. Client grants Contractor exclusive rights to sell advertising space within the electronic messaging system provided said advertising complies with all applicable laws. All advertisements placed on the system must include a disclaimer that it is a paid advertisement and its inclusion on the system does not constitute an endorsement or recommendation by Client.

2.7. Contractor will provide Client with the capability of monitoring and reviewing all electronic messages and attachments sent through the electronic messaging system, except those messages deemed to be privileged under law between attorney and client. Further, Contractor will maintain a record of all electronic messages sent through the electronic messaging system for a period of Seven (7) years from the time the message is sent.

2.8. The work to be performed by Contractor under this Agreement may, at its discretion, be performed directly by it or wholly or in part through a subcontractor of its choosing.

SECTION 3: CLIENT'S RESPONSIBILITIES

3.1 Client will provide Contractor with access to the Client Jail Facilities and space within the Facilities, subject to operational security requirements, for the purposes of installing, networking, and maintaining of the electronic messaging system. Emergency access to the system will be granted as needed to Contractor Monday through Friday 8:00 am to 4:00 pm. Non-emergency access will be granted within twenty-four (24) hour notice from Contractor.

3.2. Client will include information regarding the Smart Jail Mail System in the Inmate Handbook and in all other areas where information on the Inmate Telephone System is located.

3.3. Client will provide information regarding Smart Jail Mail messaging system in at least one location next to the inmate mailing address on the Client website, with a link to the Smart Jail Mail website.

3.4. Upon completion of installation and appropriate system testing, Client will allow the electronic messaging to go live within forty-eight (48) hours notice of system availability.

3.5. Client will provide a list electronically twice each day of all inmates residing in the Client Jail Facilities and their current housing assignments. Contractor will use this listing to insure that each inmate is authorized to use only those kiosks appropriate to their housing assignment. (Tiger Correctional Services will be providing this information through the TigerTrack accounting system while their commissary contract is in place).

3.6. Client will give prompt notice to Contractor of any trouble or irregularity in the functioning of any individual kiosk in particular or the electronic messaging system as a whole.

SECTION 4: TITLE

4.1. The Smart Jail Mail System, including kiosks, hardware, software, networking, cabling, etc., shall at all times remain the property of the Contractor.

4.2. Upon termination of this Agreement, Contractor shall remove the Smart Jail Mail System except for the cabling and conduit which shall become the property of the Client.

4.3. Upon removal of the Smart Jail Mail System from the Client Jail Facilities, Contractor will insure that all Client specific information, forms and graphics are removed from all hardware and software used in connection with the System.

SECTION 5: TERM AND TERMINATION

5.1 This Agreement shall commence on the effective date and shall continue for a period of three (3) years from the date of system going live. After this original three (3) year term, this Agreement shall automatically renew each year for a one year term. This agreement may be terminated after the original three (3) year term upon written notice at least sixty (60) days prior to the expiration of the current term.

5.2. Either party may terminate this Agreement by giving the other party thirty (30) calendar days written notice on any of the following:

5.2.1. The other party's failure to comply with any provision of the Agreement within thirty (30) calendar days after receipt of written notification and be given the opportunity to cure/comply with the provision.

5.2.2. Mutual agreement of both parties.

5.3. Either party may terminate this Agreement immediately upon thirty (30) calendar days written notice to the other upon the occurrence of any of the following special situations:

5.3.1. In the event there is a change in the Office of Sheriff due to an election, resignation or death and the Sheriff-elect makes the decision not to continue this Agreement.

5.3.2. Insolvency, bankruptcy, or receivership of Contractor.

5.3.3. Failure of contractor's system to function as described above.

5.3.4. Failure of contractor to maintain functionality of system as described above.

SECTION 6: FINANCIAL ARRANGEMENTS

6.1. Client agrees to provide the general population inmates in the Client Jail Facilities with access to the electronic messaging system at the same time the inmate phone system is available for use; however, due to security and disciplinary concerns, Client reserves the exclusive right to determine the time of access, the location of access, the method of access, and identification of those individual inmates who may access the electronic messaging system.

6.2. Contractor agrees to provide the electronic messaging service to inmates at the Client Jail Facilities for a cost of \$.50 (fifty cents), per message transmitted through the electronic messaging system. Not including indigent and promotional messaging.

6.3. Contractor agrees to pay Client a commission of ten percent (10%) of gross revenues collected from message credits used, excluding non-paid credits to indigents and non-paid promotional credits. Said commission is based upon Contractor providing service to Client which includes secure two way messaging between inmates and public users; jail administrative services, including customized information routing of grievances, medical request forms, etc., to appropriate units with memorialized no charge two-way communication; commissary menu and electronic ordering as well as all maintenance to system, including price changes, product drop and add, etc.; and all administrative tools.

6.4. Contractor will pay commissions to Client on a monthly basis, no later than thirty (30) calendar days from the end of each calendar month for which services are provided, together with all appropriate reports necessary to substantiate the amount remitted.

6.5. Contractor agrees that Client does not incur any financial obligations to Contractor as a result of this Agreement.

6.6. Should the parties mutually agree to a change in the scope of services provided under this Agreement, a mutually agreed to adjustment in the commission rate paid will be allowed.

SECTION 7: EMPLOYEES

7.1. Contractor represents that it has, or will secure at its own expense, all personnel required in performing its obligations under this Agreement. Such personnel shall not be employees of Client or have any contractual relationship with Client. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services.

7.2. Client acknowledges that the Contractor is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship or any other relationship allowing Client to exercise control or discretion over the manner by which Contractor performs hereunder.

7.3. Contractor expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lock/tagout procedures, material safety data sheets and labeling.

7.4. Contractor certifies that neither it nor any subcontractors used to accomplish its obligations hereunder, shall employ unauthorized aliens. Client shall consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a). Contractor agrees that such violation shall be cause for the unilateral and immediate termination of this Agreement by Client.

7.5. Contractor certifies that in accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, that neither it nor any subcontractors used to accomplish its obligations hereunder discriminate on the basis of race, color, sex, religion, age, national origin or disability in their employment practices.

7.6. Client will take all reasonable and customary steps necessary to screen all Contractor's employees providing services requiring entry into the Client Jail Facilities, up to and including conducting law enforcement background checks, to provide that such

personnel will not constitute a security risk to the institution or the inmates and further, Contractor will cooperate as required to execute this provision up to an including providing a Federal Form I-9, Employment Eligibility Verification, on all Contractor's employees and all subcontractor's employees needing admission to the Client Jail Facilities.

7.7. Each party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees. However, nothing contained herein shall constitute a waiver by Client of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

SECTION 9: MISCELLANEOUS

9.1. Public Entity Crime. Contractor confirms its understanding that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any state or of the United States and involving antitrust, fraud, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Contractor hereby certifies that neither its officers, directors, executives, partners, employees, members, nor agents who are active in the management of Contractor have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

9.2. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.3. Compliance with Laws. Contractor shall comply with all Federal, State and local laws, rules, and regulations applicable to the services or payments for services under this Agreement.

9.4. Governing Law. The parties mutually agree that any litigation arising hereunder shall be brought and completed in Hillsborough County, Florida and other pertinent Florida courts and further that neither party shall seek to remove such litigation from Circuit Courts or Appellate Courts of the State of Florida by application of conflict of laws or any other removal process to any Federal Court or court not in Florida.

9.5. Attorney Fees. In the event of litigation concerning this Agreement, the Client and Contractor shall each be responsible for their own attorney's fees and costs.

9.7. Drug-Free Workplace. Contractor and any subcontractors used in the performance of the responsibilities listed herein must maintain a drug-free workplace policy and said policy must include pre-employment testing of their employees.

9.8. Completeness of Contract. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

9.9. Force Majeure. Contractor will not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitations, strikes, inmate disturbances, failure of Client to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, or any similar cause beyond the reasonable control of either party.

9.10. Assignment. Contractor may assign this Agreement to any parent, successor, or subsidiary corporation without the express written consent of Client.

9.11. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not effect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9.12. Matters to be Disregarded. The titles of the several sections, subsections and paragraphs set for in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

9.13. Notices. Any notices, payments or reports required by this Agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below:

9.13.1. As to Client for notices and reports:

Aubry D. Cook, Sheriff
Mississippi County Sheriff's Department
695 NCR 599
Luxora, AR 72358

9.13.2 As to Contractor:

James Logan, President
Smart Communications Holding, Inc.
4522 W North B ST
Tampa, FL 33609

9.14. Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This Agreement may be amended or revised only in writing and signed by all the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the day and year first above written.

MISSISSIPPI COUNTY SHERIFF'S OFFICE

By: Aubrey D. Cook Date: 12-5-16

Printed: Aubrey D. Cook (Sheriff)

By: Randy L. Carney Date: 12/06/16

Printed: RANDY L. CARNEY (Judge)

Witness: Brassfield

SMART COMMUNICATIONS HOLDING, INC.

By: _____ Date: _____
James Logan, President

Witness: _____