

AMENDMENT NO. 2
TO INMATE TELEPHONE SERVICE CONTRACT

This Amendment No. 2 to the contract for Inmate Telephone Services #C-1752 (“Amendment”) between CenturyLink Public Communications, Inc. (“CenturyLink”) and the State of Wisconsin, Department of Corrections (“Department” or “You” in the ICER Lite End-User License Agreement), collectively the “Parties”, is entered into this 20th day of September, 2016.

RECITALS

A contract for Inmate Telephone Services #C-1752 (“Contract”) was entered into between the Parties on July 6, 2009.

A Contract extension option between the Parties was exercised June 12, 2015, with a new Contract expiration date of December 31, 2017.

Amendment No. 1 was entered into February 9, 2016 to bring the rates being charged to callers using the inmate calling system into compliance with then-recently enacted federal requirements.

The Parties now wish to implement Inmate Inter-Communications Evaluation & Reporting (“ICER Lite”) software, at no cost to the Department.

Because of the proprietary nature of the ICER Lite technology and its offering at no cost, its owner and CenturyLink subcontractor, JLG ICER Technologies, LLC, requires that all Parties to the Contract read and agree to the terms of an End-User License Agreement to govern the use of the ICER software.

The Parties agree to attach the ICER End User License Agreement to this Amendment and to make it part of the Contract.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and CenturyLink agree to amend the Contract to include the ICER Lite End-User License Agreement as stated below, and to make its terms and conditions, and its requirements and obligations, part of the Contract.

ICER-Lite END-USER LICENSE AGREEMENT

This End-User License Agreement ("Agreement") is the sole and exclusive agreement between the State of Wisconsin, Department of Corrections (hereinafter also referred to as “You” or “Your”), JLG ICER Technologies, LLC (herein “JLG ICER Technologies”), and CenturyLink Public Communications, Inc., a Florida Corporation, with offices at 600 New Century Parkway, New Century, KS 66031 and their suppliers and licensors (JLG ICER Technologies and CenturyLink collectively referred to as "Licensor"). You agree and covenant to the following terms and conditions:

- 1. License Grant:** Subject to Your continued compliance with this Agreement, Licensor grants You a personal, single user, non-transferable, non-exclusive, revocable license to use, install, store, load, execute, and display the Licensor’s software, including software fixes, patches, new releases, upgrades, new versions, enhancements and/or portions thereof, in binary code form only, and the accompanying documentation, if any, (collectively the "ICER Software"), for You solely as a single user. You may make one (1) copy of the ICER Software solely for backup or archival purposes provided you reproduce and include all ICER Software copyright and other proprietary legends. You shall only use the ICER Software strictly in support of Your internal business operations and to process Your own data.

You shall not (a) sublicense, assign or transfer the ICER Software or any right or obligation under this Agreement, (b) copy or distribute the ICER Software, except as permitted above for archival purposes, (c) rent, loan, lease or otherwise transfer any right to the ICER Software, (d) translate, reverse engineer, decompile or disassemble or otherwise alter the ICER Software (except to the extent, when required by law, and then only to the minimum extent required by law) or (e) distribute (directly or indirectly) any copy of the ICER Software, in

whole or in part, or any direct product thereof to any country, entity, or destination prohibited by the United States Government.

- 2. Term:** This Agreement remains effective until terminated. You may terminate this agreement at any time by notifying your ICER administrator to remove your user profile. This Agreement shall automatically terminate, without notice, if at any time you fail to comply with all of the terms and conditions of this Agreement.
- 3. Ownership and Confidentiality:** The ICER Software is and shall remain the sole and exclusive property of the Licensor and/or its suppliers and is protected by United States copyright laws and international treaty provisions. All data generated by the ICER Software and never displayed or presented to You through normal use including, but not limited to, inmate intercommunication evaluations and to report call signature comparisons (“ICER Events”), debugging data, data for new development, data for testing, data produced as an intermediate step of computation, data produced for cache/performance optimization, statistics, voice models, electronic files, analysis, analyzed data, data structures, and algorithms (collectively referred to as “Internal Data”) is and shall remain the sole property of Licensor. Viewable output data generated by the ICER Software expressly including user action audit data, suspicious scores, detection scores, confidence scores, voice scores, model scores, voice capture scores, re-scoring, statistical computations, subsets, mathematical and other transformations, ranking of data, system generated rankings, system generated scores, system generated indexes, call event activity detections i.e. such as voice change events, including any subsets derivatives, or graphical representations of the foregoing (collectively referred to as “Output Results”) is and shall remain the sole property of Licensor. Together the Internal Data and Output Results are referred to as “Proprietary Data”. For the duration of this Agreement, Licensor grants You an internal use (except as otherwise expressly set forth below), royalty-free, non-exclusive, non-assignable, non-transferable license to use the Output Results (but, not the Internal Data) as required in the operation of your business including, without limitation, sharing the Output Results with external law enforcement and related government agencies on an as needed basis. It is an express condition of this Agreement that title to, ownership of, and all rights in patents, copyrights, trade secrets and any and all other intellectual property rights in and to the ICER Software and Proprietary Data, including any copy or part thereof, is and shall remain in the Licensor and/or its suppliers. Licensor reserves the right, at its sole option, to modify, update, revise, or discontinue the ICER Software or any portion thereof. You shall not remove, destroy or obscure any proprietary, trademark or copyright markings or confidentiality legends placed upon or contained on or within the ICER Software or any related materials.

You warrant that You shall preserve all of Licensor’s proprietary and confidential information and data (“Confidential Information”) in strict confidence until such time, if ever, the Confidential Information is made publicly available other than through Your breach of Your obligation of confidentiality. Licensor’s Confidential Information shall include, without limitation, the ICER Software, Proprietary Data, voice recordings, license pricing, service prices, purchase orders, trade secrets, discoveries, processes, ideas, discoveries, future products, and the terms and conditions of this Agreement.
- 4. Terms Governed by Contract with Supplier:** You agree and acknowledge that additional terms and conditions including, but not limited to, support, service, fees, and payment terms may be governed by one or more separate agreements between You and the supplier of the ICER Software, other software, computer system, and/or computer network. You further agree and acknowledge JLG ICER Technologies is not a party to any other such agreement. In the event of a dispute between You and any such supplier, You agree to look solely to the supplier for relief. In no event shall JLG ICER Technologies be responsible for or incur any liability for any claim, dispute or lawsuit related to or resulting from any agreement or contract between You and any supplier or other third party.
- 5. Warranty:** YOU ACKNOWLEDGE THAT THE ICER SOFTWARE IS SUBJECT TO FALSE POSITIVE AND FALSE NEGATIVE READINGS. YOU ACKNOWLEDGE AND AGREE THAT THE OCCURRENCE OF SUCH FALSE POSITIVES AND FALSE NEGATIVES ARE NOT A FAILURE IN THE

SYSTEM AND DO NOT CONSTITUTE A BREACH OF WARRANTY.THE SOFTWARE IS PROVIDED "AS IS." LICENSOR MAKES NO REPRESENTATION OR WARRANTY TO YOU OF ANY KIND CONCERNING THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE ICER SOFTWARE IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS. IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE RESPONSIBLE OR LIABLE FOR ANY PROBLEM OR ERROR CAUSED BY OR TO COMPUTER HARDWARE, NETWORK, APPLICATION ICER SOFTWARE OR OPERATING SYSTEM SOFTWARE. YOU EXPRESSLY ACKNOWLEDGE THE SOFTWARE IS PROVIDED "AS IS" AND YOU ASSUME THE SOLE RESPONSIBILITY FOR DETERMINING WHETHER OR NOT TO INSTALL OR USE THE SOFTWARE.

- 6. Undocumented Features:** The ICER Software includes certain features and functionality, which may not be described in the ICER Software such as, but not limited to, software lock and metering code, which is designed to prevent authorized or excessive use of the ICER Software. You are hereby put on notice that Your use of the ICER Software will be monitored. Licensor does not warrant or represent that the operation of monitoring feature or any other ICER Software feature, functionality or utility is error free. If You have any questions or concerns regarding the software lock, metering code, or any other ICER Software feature or capability it is Your sole responsibility to direct any such question or concern to owner or manager of Your computer system(s). Licensor reserves the right to add, modify, and/or remove features, functionality, and utilities to the ICER Software from time-to-time, without notice to You. For ICER Software upgrades which significantly affect the user interface Licensor will provide You reasonable prior notice.
- 7. Limitation of Liability:** YOU UNCONDITIONALLY AGREE THAT IN NO EVENT SHALL THE AGGREGATE LIABILITY OF LICENSOR, ITS MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSEES, DISTRIBUTORS, OR SUPPLIERS EXCEED \$100.00, PRORATED OVER THREE YEARS BEGINNING FROM THE DATE YOU PAID THE LICENSE FEE, FOR THE PERIOD GIVING RISE TO ANY CLAIM. YOU SHALL NOT USE THE SOFTWARE IN ANY CASE WHERE SIGNIFICANT DAMAGE OR INJURY TO PERSON, PROPERTY OR BUSINESS MAY OCCUR IF ANY ERROR OCCURS. YOU EXPRESSLY ASSUME ALL RISK FOR SUCH USE.
- 8. Exclusion of Damages:** YOU UNCONDITIONALLY AGREE THAT IN NO EVENT SHALL LICENSOR, ITS MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSEES, DISTRIBUTORS, OR SUPPLIERS BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF INCOME, PROFITS, DATA, USE OR INFORMATION, ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF OR HAVE REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.
- 9. Governing Law:** The validity, construction, and performance of this Agreement shall be governed by the laws of the State in which your facility is located ("Your State"), exclusive of its rules regarding conflicts of law. You unconditionally and irrevocably agree any legal action, proceeding or controversy with respect to this Agreement shall be brought in Your State and such courts shall have exclusive jurisdiction and consent to personal jurisdiction exclusively in Your State. English shall be the governing language of this Agreement. Section headings are intended for convenience only and shall not to be used to interpret this Agreement. Any dispute, claim or cause of action You believe You may have against Licensor must be filed in the appropriate court in Your State within one (1) year of the event giving rise to any such action or You unconditionally agree You are forever barred from bring any such action. In the event You file or bring any claim against Licensor

that is inconsistent or contrary to this Agreement, Licensor shall have the right to recover all attorneys fees and costs (including in-house attorneys fees). You and Licensor waive all rights to a jury trial.

- 10. Voice Recordings:** You agree and acknowledge that by using the ICER Software, Licensor will have access to Your voice recordings. You own the voice recordings. You expressly and unconditionally grant Licensor a perpetual, irrevocable, royalty-free, non-exclusive right to use, install, store, load, execute, copy, non-publicly display, create derivative works, manipulate, and otherwise utilize, any and all of Your voice recordings created as a result of Your use of the ICER Software. Licensor will not copy or remove Your voice recordings from any of Your computer systems, except in the performance of services provided by Licensor to You under this Agreement without Your consent. Licensor shall have the right to utilize Your voice recording for software development, product testing, or for any other purpose as determined solely by Licensor other than product demonstrations. Some jurisdictions may provide certain privacy, confidentiality or other rights or laws regarding voice recordings and all such recordings shall remain subject to such laws. You expressly covenant that your use of the ICER Software is subject to You, now and forever, unconditionally waiving any and all such rights, including without limitation, any and all results relating to voice recordings processed or analyzed by the ICER Software. You are solely responsible, now and forever, for verifying Your use of the ICER Software and Licensor's use of Your voice recordings is not in violation of any law or regulation in Your jurisdiction.
- 11. General Terms:** This Agreement is the complete and exclusive agreement between You and Licensor regarding this subject matter and supersedes all prior agreements and all communications, whether written or oral, between the parties. This Agreement may only be amended, changed, or revised by a written agreement signed by a duly authorized representative of Licensor and acknowledged by You. No third party, including but not limited to, any supplier, distributor, sales representative, service provider, or government employee has the authority to modify, alter or otherwise revise this Agreement on behalf of Licensor. You acknowledge and agree that you are accepting the terms and conditions of this Agreement on behalf of Licensor's facility customer, and you represent and warrant that you have full authority to bind the facility to these terms. You agree to indemnify, defend, and hold Licensor and Supplier harmless for any and all claims and/or liabilities arising from or related to this Agreement unless You are prohibited from providing such indemnification by a pre-existing contractual obligation. Any waiver of a violation or failure to enforce any provision of this Agreement by Licensor shall not constitute a waiver of any Licensor right. All terms and conditions of this Agreement are severable. If any term or provision, or any portion thereof, of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions shall not be affected. Sections 3 through 9 of this Agreement shall survive the expiration or termination of this Agreement. You agree to comply with all applicable laws and regulations. The export and re-export of the ICER Software is subject to applicable U.S. export regulations, and other applicable laws and regulations and shall be Your sole responsibility.

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WHEREFORE, CenturyLink and the Department have caused this Amendment to be executed by its duly authorized representatives.

For State of Wisconsin
Department of Corrections
3099 E Washington Avenue
P.O. Box 7925
Madison, WI 53707

By DocuSigned by:
Cathy A. Jess
8E3D5F1E29EB439...
Cathy A. Jess, Deputy Secretary

Date September 26, 2016

Phone 608-240-5400

For CenturyLink Public Communications, Inc.
600 New Century Parkway
New Century, KS 66031

By DocuSigned by:
Paul Cooper
1256CA680E51453...
Paul Cooper, Vice President & General Manager

Date September 22, 2016

Phone 913.353.7388

CenturyLink Subcontractor:

For JLG Technologies, LLC
119 Herbert St., Flr. 2
Framingham, MA 01702

By DocuSigned by:
Michael Kester
84916B60B3E54C2...
Michael Kester, Chief Operating Officer

Date September 22, 2016

Phone 508.424.2201