


SECURUS
TECHNOLOGIES

Master Services Agreement Valley County Jail (ID)

This Master Services Agreement (this "Agreement") is by and between Valley County Jail ("you" or "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 continue to provide inmate 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 continue to provide inmate 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, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and inmate software applications (e.g., automated grievance filing system, law library, etc.) at all existing and future correctional facilities under the authority of Customer 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 obligations of the parties shall be effective as of the Effective Date, but the "Initial Term" shall begin 120 days after the Effective Date (to allow for installation of hardware and/or implementation of network connectivity) and shall end on the date that is 12 months thereafter. 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

RECEIVED

BY:

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 (excepting recorded communications, for which you retain ownership) 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. Provider agrees to install and implement the Inmate Telephone System according to the law governing Provider, the instruction it receives from Customer as to Customer's requirements under the law, and according to Customer's facility's demographics. Customer agrees to indemnify Provider against any and all Claims arising out of or related to instruction Provider receives from 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 in which the served facilities are situated. 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.

CUSTOMER:

Valley County Jail

By: Gordon L. Cruickshank
Name: GORDON L. CRUICKSHANK
Title: CHAIRMAN
Date: AUG. 31, 2015

Customer's Notice Address:

107 W. Spring St.
Cascade, ID 83611

PROVIDER:

Securus Technologies, Inc.

By: Robert Pickens
Name: Robert Pickens
Title: President
Date: 8-18-15

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

Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

**Schedule
Valley County Jail (ID)**

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and Valley County Jail ("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 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 privileged calls, clergy calls, or other calls as approved and implemented by you) (private number settings allow you to mark privileged numbers to not be monitored or recorded, and you are solely responsible for receiving, approving and inputting requests for private treatment); (c) automatically limit the duration of each call to a certain period designated by us; (d) maintain call detail records in accordance with our standard practices; (e) automatically shut the System on or off, and (f) 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 Gross Revenues we earn through the completion of collect calls, except for 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 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 chart 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	Commission Payment Address
Valley County Jail 107 W. Spring St. Cascade, ID 83611	SCP*	30%*	gross	same

*The designated Commission percentage is contingent upon Customer's implementation of all products and payment methods described herein within ninety (90) days of the Effective Date (unless actions of Provider render such implementation within that timeframe impossible, in which case such implementation will be effected as soon as reasonably practicable). Should the Customer fail to implement all such products and payment methods within ninety (90) days of the Effective Date, the commission percentage is subject to renegotiation. 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 (whether for collect calls or other services we provide, including Inmate Debit, etc.) shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s). Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays. Changes will take effect on the first day of the month following receipt of written notice by the Customer. Notice must be signed by a person who has binding authority for the Customer and a copy delivered to:

SECURUS TECHNOLOGIES, INC.
PRESIDENT
14651 DALLAS PARKWAY, SIXTH FLOOR
DALLAS, TEXAS 75254
Master Services Agreement - Page 5 of 10
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CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION

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	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

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.
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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 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, 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, MoneyGram or Western Union transfer).

INSTANT PAY™ PROGRAM

DESCRIPTION

The Instant Pay™ promotional program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open or in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

COMPENSATION

Pay Now™. Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay promotional calling program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Provider will compensate Customer at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

Text2Connect™. Text2Connect™ is a promotional program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept

and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Provider will pay Customer a bonus payment of thirty cents (\$0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to your existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

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. Provider will also allow inmate Friends & Family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by Friends & Family members into an inmate's Debit account become property of the inmate. Provider establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). 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. Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. Customer agrees to use Provider's SCP User Interface or utilize integration with Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project, (ii) any of Customer's vendors' failure to perform any of its obligations for the project, or (iii) circumstances outside of Provider's control.

INVOICING AND COMPENSATION:

Provider shall invoice 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. Provider shall pay Customer the commission percentage that Provider earns through the completion of Debit calls placed from Customer's Facilities as specified in the chart below. Provider reserves the right to deduct call credits from usage. Provider shall remit the commission for a calendar month to 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 sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Debit Commission Percentage
Valley County Jail 107 W. Spring St. Cascade, ID 83611	30%*

*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).

PREPAID CALLING CARDS

DESCRIPTION:

Upon receipt of your written request, we will provide you with inmate Prepaid Calling Cards for resale to inmates at the Facilities specified in the chart below. Prepaid Calling Cards are not returnable or refundable; all sales are final. Each Prepaid Calling Cards will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If you authorize us, we will deal with your third-party commissary operator ("Commissary Operator") for the sole purpose of selling Prepaid Calling Cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for Prepaid Calling Cards sold to Commissary Operator on your behalf.

TAXES:

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Provider will invoice Customer for each order of Prepaid Calling Cards. Customer agrees to pay the invoice within thirty (30) days, including all applicable sales taxes and other regulatory charges. Customer may provide a Sales and Use Tax Resale Certificate to Provider stating that Customer will be responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will not charge applicable sales taxes on Customer invoices for Prepaid Calling Cards purchases.

COMPENSATION:

The face value of the Cards less the applicable percentage specified in the chart below plus any applicable sales tax and shipping charges shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then we reserve the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice price of the Cards plus any accrued interest from any amounts we owe you until paid in full. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the amounts owed exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice. All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless Customer provides us a valid reseller's certificate before the time of sale.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Discount Percentage
Valley County Jail : 107 W. Spring St. Cascade, ID 83611	30%*

* Less the applicable percentage reduction attributable to interstate calling revenue

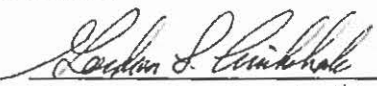
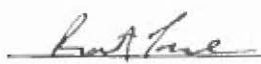
**Exhibit A: Customer Statement of Work
Valley County Jail (ID)**

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 Valley County Jail ("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 services needed to support the required number and type of phones and other components, and storage for 30 days /purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Schedule Effective Date.

CUSTOMER: Valley County Jail By:  Name: <u>GORDON L. CRUICKSHANK</u> Title: <u>CHAIRMAN</u>	PROVIDER: Securus Technologies, Inc. By:  Name: Robert Pickens Title: President
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

Swanson Services Corporation® Cobra TeleLINK™ Service Agreement

The Valley County Sheriff's Office (Client) at 107 W Spring Street, Cascade, ID 83611 desires Swanson Services Corporation® to provide our Cobra TeleLINK service. This service is a add on to the existing commissary contract and services outlined in the contract from Swanson.

- A. Swanson will provide to the client our Cobra TeleLINK™ service.
- B. Ownership and all rights to the Cobra Banker® Software shall remain at all times with Swanson and the Client shall protect such rights against any attempts to copy or tamper with such software without the express written consent of Swanson.
- C. Swanson is only responsible for the export and import of resident phone transfer information from our Cobra Banker software to the client designated phone vendor which will be responsible for all resident phone related activities.
- D. All communication regarding phone charges, rates, billings, etc should take place between client and their designated inmate phone vendor. The inmate phone vendor is responsible for the payment of any sales, fees, or other taxes levied.
- E. Client requires an interactive "real time" transfer of information between Cobra Software Group and the Inmate Phone provider via XML/Soap.
- F. Upon Inmate release and query by Cobra Banker, unused phone dollars will be transferred back to Cobra Banker to allow for automated refunds of unused phone dollars to be applied to receivables owed to facility and to ensure the inmate received all funds at the time of release.


Facility Authorized Signature

9/4/14
Date

Patti Bolen Sheriff
Print Name & Title

Eugene Shleyzer, Internal Auditor-Swanson Services Corporation

Date

(NSF09)

Revised

10.02.2013

Swanson Services Corporation® Cobra Phone-it-in™ Service Agreement

The Valley County Sheriff's Office (Client) at 107 W Spring Street, Cascade, ID 83611 desires Swanson Services Corporation® to provide our Cobra Phone-it-in service. This service is a add on to the existing commissary contract and services outlined in the contract from Swanson.

- A. Swanson will provide to the client our Cobra Phone-it-in™ service module at no charge to the client/facility. Client/facility's phone provider may charge an access fee to client/facility's resident population to access this Cobra Phone-it-in service module. Any access fee is the direct responsibility of the client/facility in conjunction with their selected phone provider.
- B. Ownership and all rights to the Cobra Banker® Software shall remain at all times with Swanson and the Client shall protect such rights against any attempts to copy or tamper with such software without the express written consent of Swanson.
- C. Swanson is only responsible for any information input to Cobra Banker after the inmate phone provider hands off the phone call to Swanson.


Facility Authorized Signature

9/4/14
Date

Patti Bolen Sheriff
Print Name & Title

Eugene Shleyzer, Internal Auditor-Swanson Services Corporation

Date

(NSF07)

Revised

10.02.2013

**SWANSON SERVICES CORPORATION
COMMISSARY SERVICE CONTRACT**

THIS AGREEMENT, made this 29 day of April, 2009 by and between **VALLEY COUNTY SHERIFF'S OFFICE/JAIL** located at 107 W Spring Street, Cascade, ID, 83811, hereinafter referred to as "Client and Swanson Services Corporation with principal offices located at 1133 Pennsylvania St, Denver Co 80203, hereinafter referred to as "Swanson".

WITNESS TO:

Whereas, Client desires to avail itself of Swanson's services, and Swanson desires to provide such services to Client, in consideration of mutual covenants and agreements hereto set forth; the parties intending to be legally bound, hereby agree to as follows:

SECTION ONE: CLIENTS GRANT TO SWANSON

Client grants to Swanson, as an independent contractor, the exclusive right to sell commissary products and any other items which are charged to the residents account balance; including but not limited to debit phone cards, to the residents of **Valley County Jail** located at 107 W Spring Street, Cascade, ID, 83811, such location referenced herein as "premises". Charges, by the Client, to a resident's account for services the Client provides to such resident, are excluded from this provision.

SECTION TWO: SWANSON'S RESPONSIBILITIES

A. Pursuant to the provisions of this agreement, Swanson will purchase and maintain at high standards of quality, a mutually agreed upon number and type of inventory items, at mutually agreed locations for the sales of food products, non-alcoholic beverages, tobacco products and other such articles; and will keep such inventory adequately serviced and supplied, with the appropriate merchandise in good quality. Swanson warrants that initial price list is subject to ordinary price adjustment that, from time to time, is necessary due to market factors beyond the control of Swanson during the term of this agreement.

B. Swanson agrees to comply with all applicable Federal, State and Local laws and regulations pertaining to wages and hours of employment.

C. All records will be kept on file by Swanson for a period of three (3) years, from the date which record is made. Upon reasonable notice, Swanson will give Client, or Client's authorized representative, the privilege of inspecting, examining and auditing, during normal business hours and with reasonable advance notice, such of Swanson's records directly relevant to clients purchases. The cost of such inspection, examination or audit shall be the sole expense of Client. Such inspections shall take place at the Swanson location where said records are normally maintained.

D. Shipment of orders will be FOB: Dock.

E. Only provisions contained in Swanson's contract addendum, agreed to in writing, and attached as an exhibit to this agreement, are made a part of this agreement. Specifics to be listed in addendum.

F. Swanson agrees to provide phone support for Swanson's software on a 24 hour, 7 days per week basis.

G. Swanson agrees to provide OnSite hardware support and maintenance on Swanson owned hardware. After installation of Swanson Software on Client's Hardware, Client agrees to compensate Swanson for direct, actual expenses related to providing support and maintenance on Client's Hardware.

SECTION THREE: CLIENT'S RESPONSIBILITIES

A. It shall be the sole responsibility of Client to insure that Client's employees follow and adhere to the accounting system provided by Swanson, and operating procedures presented during initial training provided by Swanson. This includes, but is not limited to, balancing cash drawers, daily trust fund balancing, weekly trust fund balancing and monthly check book and bank reconciliation.

B. It shall be the sole responsibility of the Client, to train replacement or relief personnel in processing commissary, and/or in maintaining the accounting system, provided by Swanson. Under no circumstance will Swanson be responsible for the integrity of the accounts or account balances maintained by Client. Should Client request additional training and support of Swanson, such training and support will be provided at a fee, mutually agreed to in writing, by the parties.

C. Client or Client's staff will adhere to mutually agreed to time frame for commissary order and delivery procedures, where delivery residents is provided by Swanson staff.

D. Client shall promptly, and in a timely manner, notify Swanson of any changes in Client's Hardware, Software or Operating procedures; that in any way affect Swanson's hardware, software or Swanson's performance under this agreement.

E. If Client delivers orders to the inmate, Client will accurately account for and deliver commissary orders shipped by Swanson, notifying Swanson immediately of any discrepancy.

F. With any interface. Client will insure that Client's Hardware or Software in no way results in the disruption of Swanson's Hardware or Software operating systems, files or file structure.

SECTION FOUR: FINANCIAL ARRANGEMENTS

A. Client agrees to reimburse Swanson each week for all purchases from Swanson.

B. Swanson is responsible for the payment of any sales fees, or other taxes, levied against the sales or performance under this contract.

C. Swanson agrees to remit any payments due Client within fifteen (15) days following the end of Swanson's fiscal accounting period.

D. Nothing in this agreement shall allow either party to withhold or refuse payment of any money due for service provided, in full compliance with the terms of this agreement.

SECTION FIVE: INDEMNIFICATION AND INSURANCE

A. The parties shall indemnify each other against any loss, damage, injury or death, caused by the negligent acts or omissions by their agents or employees; for losses, damages, injuries or death caused by their negligence and arising out of the consumption or use of the products sold or services provided. However nothing contained herein shall require the parties to defend or indemnify each other for losses, damages, injuries or death arising out of the negligence of their respective agents or employees.

B. The party's obligation to hold each other harmless, pursuant to the Agreement, shall be dependent upon promptly notifying each other in writing of any such claims or lawsuits against either Swanson or Client; in no event, later than thirty (30) days after the date of first receiving notice of such claim or lawsuit. Failure of either party receiving such notification, to notify the other party of any such claim or lawsuit within said thirty (30) day period, shall relieve that party of any and all responsibility and liability under the Agreement to indemnify and hold harmless.

SECTION SIX: EMPLOYEES

A. Parties to this Agreement recognize that employees of Client are not employees of Swanson and employees of Swanson are not employees of Client.

B. During the term of this Agreement, and for a period of two (2) years from the termination of this agreement, including any renewal or extension of this agreement; the parties agree not to hire, and not to offer to hire, any employee or former employee of the other party, without the express written consent of that party.

SECTION SEVEN: COMMENCEMENT

This Agreement shall become effective as of the commencement date of service, and shall remain in effect for Five (5) years, unless sooner terminated as herein provided. The commencement date of this contract shall be May 1, 2009. It shall thereafter renew itself automatically for similar terms until notice of termination, in writing, is given by either party by registered mail at least ninety (90) days prior to the expiration of this Agreement, or any renewal term thereof.

SECTION EIGHT: TERMINATION:

A. The following may not be a cause for termination of this agreement:

1. Any responsibility of Client referred to in Section Three: Responsibilities, of this agreement.
2. Failure of any third party delivery service to deliver a Swanson shipment in a timely and satisfactory manner.

B. This Agreement may only be terminated under the following circumstances:

1. Upon mutual agreement of both Client and Swanson, upon 30 days written notice.
2. For Cause, in the following manner:

a. If either party shall refuse, fail, or be unable to perform any of the terms of this agreement for any reason, other than excused performance stated in other sections of this agreement. The party claiming such failure shall give the other party written notice of such breach listing the event and necessary documentation supporting such breach.

b. Within 30 days, both parties shall meet and discuss the claimed breach, and set forth a mutually agreed upon resolution to such breach, and the time-line for correcting such breach in a manner satisfactory to both parties. Such resolution and time-line must be in writing, agreed to and signed by both parties.

c. If, a mutually agreeable resolution is not achieved, or if at the end of such time line, the agreed upon resolution and time-line are not being met; the Injured party may cancel this agreement effective ten days (10) after the end of said agreed time line, or failure to mutually agree to a resolution.

C. Mitigated Damages:

1. Client agrees that Swanson must expend considerable time and resources in the implementation, training and execution of this agreement and that cancellation, for any reason, prior to completing the full term of this agreement, will result in Swanson suffering substantial losses.

2. In the event of any cancellation or defacto cancellation, (whereby Swanson is hindered in any way, or not allowed to perform and be paid for services to the fullest extent and intent of the agreement), Client agrees that Swanson shall be entitled to mitigated damages. Such mitigated damages are established as being equal to five (5) percent of the sales remaining to be realized under this agreement.

Unrealized sales shall be determined by calculating the highest weekly sales average experienced in the preceding twelve months. Such annual sales average shall be utilized in determining the total sales for the remaining years of portions of years of the term of this agreement or extensions thereof.

In an agreement that has optional or renewal or extension terms, any and all such terms shall be deemed to be part of the total term, in calculating the remaining term of this agreement. Such mitigated damages shall be paid to Swanson within five business days following date of termination.

3. Should Client fail to compensate Swanson for its Sales and/or any mitigated damages outlined herein, Swanson shall be entitled to one and one-half (1.5%) percent interest, per month on any outstanding balance owed Swanson. Further, Client shall be responsible for all costs Swanson may incur in collection of such balance including, but not limited to, reasonable collection and/or attorney's fees.

SECTION NINE: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties, that subject to applicable terms and conditions set forth in the direct sales to client financial arrangement, if such is used; an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement; that employees of Swanson are not nor shall be deemed to be employees of Client; and that employees of Client are not nor shall they be deemed to be employees of Swanson.

SECTION TEN: SWANSON'S TITLE TO THE SOFTWARE AND HARDWARE

A. All software installed by Swanson pursuant to the Agreement is proprietary, copyrighted and a patent application on file with regard to, not only the software, but also the operating technology involved in Swanson's services. This software and technology, shall at all times, remain the property of Swanson, with title and all rights vested in Swanson. Client shall have no property interest in said software and technology and shall at all times protect such software and technology from copying, removal, tampering with, or disclosure to other persons or companies, without the express, written consent of Swanson.

B. All hardware installed by Swanson shall remain the property of Swanson, unless purchased by Client.

C. All Maintenance, repair, or replacement of hardware shall be the responsibility of: Swanson.

SECTION ELEVEN: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, State, or Federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period of such suspension of performance of duties hereunder.

SECTION TWELVE: ASSIGNMENT

Neither Swanson nor Client may assign or transfer this Agreement, or any part thereof, without the express written consent of the other party.

SECTION THIRTEEN: ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Commissary Services; and there are no other or further written, or oral, understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized officers of Swanson and Client. This Agreement supersedes all other agreements between the parties for the provision of Services outlined herein.

SECTION FOURTEEN: NOTICES

All notices to Client shall be addressed to:

Pattie Bolen, Sheriff, Valley Co, ID

107 W Spring Street

Cascade, ID 83611

All notices to Swanson shall be addressed to:

Swanson Services Corporation

1133 Pennsylvania St

Denver, Co 80203

SECTION FIFTEEN: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals of the day and year first above written.

VALLEY COUNTY SHERIFF'S OFFICE

By: Pattie Bolen

TITLE: Sheriff

Pattie Bolen

SWANSON SERVICES CORPORATION

By: Clay Kilg

TITLE: VP of Operations
5-8-2009

Clay Kilg