



Master Services Agreement KENDALL COUNTY JAIL (IL)

This Master Services Agreement (this "Agreement") is by and between Kendall County Sheriff's Office ("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 later of October 16, 2019, or 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 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 Initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is forty-eight (48) 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.**
- 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, reverse engineer or otherwise modify 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 to the extent disclosure is not mandated under the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.). You agree that you will not disclose such Confidential Information to any third party without our prior written consent, unless disclosure is mandated by the Illinois Freedom of Information Act. 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. You warrant that you will keep the terms and conditions of this Agreement confidential and, unless required by court order or statute (such as 5 ILCS 140/1 et seq.), will not disclose such information without Provider's express written consent (except when disclosure is mandated by statute and 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, 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.** Provider (Securus) shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, the Kendall County Sheriff's Office, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from Provider's (Securus) negligent or willful acts, errors or omissions in its performance under this Agreement. Further, 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.

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 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. This Agreement may be terminated by the Kendall County Sheriff's Office upon written notice delivered to Provider at least sixty (60) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

13. **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



SECURUS
TECHNOLOGIES

November 16, 2010

Sabrina King
Kendall County Jail
1102 Cornell Ln
Yorkville, IL 60560

Re: Evercom Systems, Inc. Name Change

Dear Sabrina King,

We are very pleased to inform you that Evercom Systems, Inc. is changing its name to **Securus Technologies, Inc.** This is a name change only. This is neither a merger nor a transfer of assets among companies. This name change will not affect the services you or inmate friends and family receive in anyway. You and friends and family will continue to work with the very same people at our company and there will be no change in any contact telephone numbers.

We have filed for all required document changes at both state and federal agencies. Over the next few weeks the "branding" of calls will be changed to the Securus name and, as we work with our billing agents, the name on customer bills will also be changed to the Securus name.

For your records, we have included a W-9 form for Securus Technologies, Inc. We recommend you retain this letter with your Evercom Systems, Inc. service contract as our official notice of our name change.

Should you have any questions, please feel free to contact your Securus Account or Territory Manager, Christopher Mizera, at 217.241.8882.

As always, we will continue to provide you and the inmates' friends and family members with the best service and as many programs as possible to assist in managing all calling activity.

Thank you,



Robert Pickens
Chief Operating Officer
Securus Technologies, Inc.

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.

14. **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" could potentially cause irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to seek immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

15. **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, 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.

16. **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.

17. **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.

18. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

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.

Provider agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

In the event Customer is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the Customer's obligations under this Agreement during said fiscal period, the Customer agrees to provide prompt written notice of said occurrence to Provider.

In the event of a default due to non-appropriation of funds, Provider has the right to terminate the Agreement upon providing thirty (30) days written notice to Customer. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.


In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

Provider shall exercise general and overall control of its officers, employees. Provider agrees that no one shall be assigned to perform work at Customer's facilities on behalf of Provider, Provider's consultants, subcontractors and their respective officers, employees, agents and assigns unless Provider has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Provider agrees that the individual shall not be assigned to perform work on or at Customer's facilities absent prior written consent from Kendall County and the Kendall County Sheriff. Customer, at any time, for any reason and in Customer's sole discretion, may require Provider and/or Provider's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Provider, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

Provider certifies that Provider, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).

EXECUTED as of the Effective Date.

CUSTOMER: Kendall County Sheriff's Office By:  Name: <u>Richard A. Randall</u> Title: <u>Sheriff</u> Date: <u>12/20/13</u> Customer's Notice Address: 1102 Cornell Lane Yorkville, IL 60580 With copy to: Kendall County State's Attorney 807 John Street Yorkville, IL 60580	PROVIDER: Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: Chief Operating Officer Date: _____ Provider's Notice Address: 14851 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel Phone: (972) 277-0300 Provider's Payment Address: 14851 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: Accounts Receivable
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County of Kendall, a unit of local government within the State of Illinois

By: _____
Name: _____
Title: Chair, Kendall County Board

Please return signed contract to:

14851 Dallas Parkway, Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

**Schedule
KENDALL COUNTY JAIL (IL)**

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and Kendall County Sheriff's Office ("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"). The attached option sheet (Exhibit B) is incorporated by reference to demonstrate that the Kendall County Sheriff's Office has chosen "Option A" for its service.

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 (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 the Gross Revenues that 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, technology and license fees, 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	Commissions Payment Address
Kendall County Jail 1102 Cornell Lane Yorkville, IL 60560	SCP	82%*	Gross Revenues	Kendall County Sheriff's Office 1102 Cornell Lane Yorkville, IL 60560

*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. Commissions are paid in one-month arrears.

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 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"). 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 888-558-2323, by email at TechnicalSupport@securus-tech.net, or by facsimile at 800-388-3188. 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 of 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 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 are available 24 hours a day, 7 days a week by telephone at 800-844-8591, 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 the 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 the 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.

CONTINUOUS VOICE VERIFICATION

DESCRIPTION

Continuous Voice Verification (CVV) reviews inmate call recordings so as to verify the inmate voice(s) appearing in the call as the owner of the correct personal identification number (PIN). CVV provides security regarding inmate telephone PIN use by providing correctional officers the ability to quickly identify PIN stealing and sharing. Institutional and public safety is also enhanced by providing investigators the ability to identify and evaluate calls in which there might be found evidence of illegal activities.

COMPENSATION

Where installation of CVV is requested by Customer, a non-commissionable per call charge of \$0.25 will apply to all intrastate, interstate and international calls, which charge will be included in the "per call charge" calling rates and will not be billed separately.

SCP 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 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.

INVOICING, TAXATION & COMPENSATION:

Provider shall invoice Customer on a monthly basis for Debit call usage less the applicable commission percentage specified in the chart below plus any applicable sales tax. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). Provider may deduct the unpaid invoice balance plus any accrued interest allowable by law from any amounts owed to Customer by Provider until Provider is paid in full. Customer may provide a Sales and Use Tax Resale Certificate to Provider stating that Customer shall 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 shall not charge applicable sales taxes on Customer invoices.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Debit Commission Percentage
Kendall County Jail 1102 Cornell Lane Yorkville, IL 60560	62%

COMMISSARY ORDER BY PHONE

DESCRIPTION:

Commissary Order by Phone allows an inmate to order and purchase commissary items using the inmate phone system by selecting an additional menu option on the phone system. Customer's commissary operator provides an interactive voice response system ("IVR") and a speed-dial number (800#) into the commissary's IVR. Customer hereby requests that Provider work with its commissary operator identified below to set up and activate Commissary Order by Phone at the Facility named in the chart below:

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Commissary Operator
Kendall County Jail 1102 Cornell Lane Yorkville, IL 60560	Staffer Services, LLC

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 Card 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 in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.), 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 in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 506/1 et seq.). Provider may deduct the invoice price of the Cards plus any accrued interest allowable by law 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 in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 506/1 et seq.). 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
Kendall County Jail 1102 Cornell Lane Yorkville, IL 60560	30%

LOCATION BASED SERVICES

Customer may, at its option, elect to add LBS based on the terms set forth herein, upon its written notice to Provider.

DESCRIPTION

Securus' Location Based Services ("LBS") provides Customer with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Securus device by an inmate confined at a Customer Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by Customer. When a mobile device user's prior approval is required by law for MLD to be provided to Customer, such approval will be obtained in accordance with wireless carrier-approved disclosure and opt-in processes. LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. Customer's use of LBS is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

If Customer, upon its written request, elects to add LBS, Provider will charge Customer a non-commissionable license fee of \$0.25 per call, which fee will be added to the "per call charge" calling rates if permitted by state and federal regulatory requirements for all intrastate, interstate and international calls and will not be billed separately, unless such separate billing is required by state or federal regulatory requirements.

LBS TERMS OF USE:

- Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Location-Based Services application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use by Customer of the Location-Based Services application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Location-Based Services application.
- Customer acknowledges that the information available through the Location-Based Services application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to Location-Based Services to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the Location-Based Services application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Location-Based Services application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the Location-Based Services application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.
- Customer understands and acknowledges that all information used and obtained in connection with the Location-Based Services application is "AS IS." Customer further understands and acknowledges that Location-Based Services uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the Location-Based Services application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Location-Based Services application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of

the features that are currently part of the Location-Based Services application. Moreover, if Provider determines in its sole discretion that the Location-Based Services application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Location-Based Services application and shall have no further liability or responsibility to Customer with respect thereto.

CALLING RATES

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

**Request for Taxpayer
 Identification Number and Certification**

Give form to the
 requester. Do not
 send to the IRS.

Name (see instructions on your tax return)
SECURUS TECHNOLOGIES, INC.

Business name, if different from above

Check appropriate box: Individual/ Sole proprietor Corporation Partnership Other > _____ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
14851 DALLAS PARKWAY STE. 600

City, state, and ZIP code
DALLAS, TX 75254

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

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or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions.)

Sign Here: Signature of U.S. person > _____ Date > **8/19/10**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 801.7701-6(e) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,