

**AGREEMENT FOR INMATE TELEPHONE SERVICE SYSTEM  
WILL COUNTY (IL)  
A303178**

This Agreement for Inmate Telephone Service System ("Agreement") is entered into this 24<sup>th</sup> day of February, 2012, by and between the Will County Sheriff's Office ("Client") and Securus Technologies, Inc., a Delaware corporation ("Provider"), and shall begin upon the date Client signs the Agreement (the "Commencement Date").

**1. Scope.**

1.1 Client hereby authorizes Provider to install telephones, equipment and software and to provision local, intra LATA, inter LATA and interstate telephone services from inmate telephones at Will County Adult Detention Center located at 95 S. Chicago Street, Joliet, Illinois 60436.

1.2 Such telephones, equipment, software and services make up the inmate telephone service system and are referred to in this Agreement as the "System." 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 inmate related communications, including but not limited to voice, video and data (phone calls, video calls, messaging and e-mail) at the facilities in lieu of any other third party providing such inmate communications, including without limitation, Client's employees, agents or subcontractors. Provider and Client must mutually agree to any new inmate related communications.

**2. Term.**

2.1 The initial term of this Agreement shall begin on Commencement Date and terminate four (4) years from said Commencement Date.

2.2 Notwithstanding Section 2.1 above, either party may terminate this Agreement for failure of the other party to perform the obligations herein. The non-defaulting party shall give the defaulting party written notice of its default setting forth specifically 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 may terminate this Agreement upon sixty (60) days prior written notice to the other party. Provider reserves the right to renegotiate or terminate this Agreement upon sixty (60) days prior written notice if the Agreement becomes unprofitable for Provider; however, Provider shall not unreasonably exercise such right.

2.3 Should a Federal, State or County regulatory body order a reduction in call rates, the parties agree to negotiate a new commission rate for the Agreement within sixty (60) days of the rate change. The current rate of commission shall remain in effect until a new commission rate is mutually agreed upon. Should such commission rate change occur, any previously paid commissions, bonus or other payments will not be returned to Provider.

**3. Provider's Products and Services.**

3.1 Provider shall install, at its sole cost and expense, telephones, equipment, and software as required for the provisioning of the inmate telephone service system. Provider shall also install, at its sole cost and expense, all industry standard upgrades and/or improvements of telephones, equipment, and software as for the provisioning of the inmate telephone service system within sixty (60) days of such date generally made available. For upgrades that are limited release, require additional hardware associated with the new feature, contain features offering new functionality or for third-party applications or platforms that are

made available by the Provider, these will be made available to Client at Provider's reasonable and customary charges.

3.2 Provider shall maintain the System in good condition at all times. All maintenance or repair work, whether performed remotely or on site, shall be performed in such a manner to minimize the disruption of the inmate telephone service system. The Provider will make available Provider's standard post-installation training materials as requested during the term of the Agreement at no cost to Client.

3.3 Provider will supply and maintain up to One Hundred Fifteen (115) inmate phones and will supply and maintain additional phones above 115 upon the mutual agreement of both parties.

#### **4. System Features and Services.**

4.1 The System will provide an automatic "on/off" feature. The System will have the capability of being monitored for on-line diagnostics and troubleshooting.

4.2 The System will provide for automatic billing and placing of collect calls without the need for conventional live operator services. Provider will be responsible for all billing and collections of inmate calling, but may contract with third parties to perform this function.

4.3 The System will provide for detailed call records that will be retained by the Provider for the term of this Agreement with access to the call detail for an additional five (5) years thereafter, and Provider will train Client's designated personnel to retrieve detailed call records.

4.4 Call recordings shall be stored during the term of this Agreement (e.g. life of contract) and shall be available to the Client by the current access for one (1) year from the expiration or earlier termination of this Agreement, or from the date the System is upgraded or changed to another platform.

4.5 Provider will provide, install and maintain the equipment and features set forth as Exhibit A attached hereto and specifically incorporated herein.

4.6 The System will feature manual cut off switches.

4.7 Inmates can be blocked from hearing price quote.

4.8 Provider will maintain six (6) public coin phones in designated locations.

4.9 The System will interface with Client's jail management system.

#### **5. Property Rights and Confidentiality.**

5.1 Software license. Provider grants Client a personal, non-exclusive, nontransferable license (without 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 Provider implements in its discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. The Client is the license holder of any third party software products the Provider obtains on the Client's behalf. The Client authorizes the Provider to provide or pre-install the third party software and agree that Provider may agree to the third party End User License Agreements on the Client's behalf. Client's rights to use any third-party software product that Provider provides shall be limited by the terms of the underlying

license that Provider obtained for such product. The Software is to be used solely for Client's internal business purposes in connection with the System at the facilities. Client will not (i) permit any parent, subsidiary, affiliated entity, or third party use of the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Provider did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Provider is not liable with regard to any Software that Client may use in a prohibited manner.

5.2 Ownership and Use. The System, and related records, data, and information shall at all times remain Provider's sole and exclusive property unless prohibited by law, in which event, Provider 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, Provider will provide Client with reasonable access to the records. Provider (or its 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) related to its System, and 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.

5.3 Provider's propriety System, Software, Application, training materials and other Materials are confidential information of Provider. Client will use the same prudent care to safeguard the Provider's confidential information and will not use the Provider's confidential information for purposes other than those necessary to further the purposes of this Agreement.

5.4 Client will instruct its employees of the confidentiality restrictions set forth herein. Client will not disclose to third persons the confidential information without prior written consent of Provider, unless required under applicable law, rule or regulation, or pursuant to the order of any court or governmental entity or legal process of any governmental entity.

5.5 Both parties agree that a breach of any of the obligations set forth in this section 5 would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to all remedies available pursuant to the law of the State of Illinois.

## **6. Call Duration.**

6.1 At the commencement of this Agreement there is call duration of 20 minutes. The System shall have the capability to automatically limit call duration. The Client reserves the right to institute a limit on call duration in the future.

6.2 Five (5) inmate telephones will be designated as free local calling telephones with no limit as to the number of calls.

## **7. Use of Space; Right of Access.**

7.1 Client shall make available to Provider sufficient space within the facilities for the System and to allow for Provider's performance of services required herein. The space should have appropriate heating, ventilation and air conditioning for the System. Prior to installation Provider will inform Client of specifications for such facilities and for the heating, ventilation and air conditioning.

7.2 Client shall afford Provider's personnel or contractors' access to the System in order to perform services described herein. Reasonable security during access will be provided by Client. Client reserves the right to conduct background checks on Provider's personnel or contractors and deny access at Client's sole discretion to Client's facilities if a background check is failed. Provider will thereupon obtain substitute personnel or contractors that will pass a background check to perform the required service.

## **8. Commissions.**

8.1 Provider will pay Client a commission ("Commission") of seventy percent (70%) of Gross Revenues for completed calls. "Gross Revenues" means all charges billed by Provider relating to collect calls placed from the Facilities. Gross Revenue may be verified by the detailed call records maintained by Provider without any deduction or credit for bad debt or for billed calls that for any reason are not collected. Regulatory required and other items such as federal, state and local charges and taxes and fees, including transaction funding fees, credits, and billing recovery fees are excluded from revenue to the Provider. A discount rate of seventy percent (70%) will be applied to the gross value of all prepaid calling card orders.

8.2 Commission stratification report shall summarize each commission payment as described in 8.3 and will be available for review and/or download by Client through the Facility Portal on Provider's website. Client will continue to receive a hard copy by mail.

8.3 Commission payments shall be payable by the 30th day of each month ("Payment Date") for the preceding month's call volume and shall be made payable to:

Will County Adult Detention Center  
95 S. Chicago Street  
Joliet, IL 60436

**9. Free Booking Cards.** Provider will provide Client with free booking cards with a limit of 250 per month during the initial term of this Agreement with a dollar value allowing for five (5) minutes on each free booking card.

All booking cards disbursements shall be final and binding upon Client, unless Provider receives written objection within sixty (60) days after the booking cards have been provided to Client. Each booking card will be valid for no more than six (6) months from the date it is first used. Booking cards are not returnable or refundable; all sales are final.

## **10. Call Rates:**

10.1 Cost of call (call rates) shall be implemented as set forth in Exhibit C. Call rates cannot be changed except by mutual agreement between both Parties.

## **11. Notices.**

11.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to Client at the address in Section 8.3 above and to Provider as follows:

Securus Technologies, Inc.  
14651 Dallas Parkway, Sixth Floor  
Dallas, TX 75254  
Attn: General Counsel

Or to such other address as either Party may designate from time to time in writing to the other Party.

11.2 Unless otherwise provided herein, notices shall be sent by (i) hand delivery, (ii) registered or certified U.S. mail, (iii) commercial courier delivery service, or (iv) upon receipt at the address for notice specified above when hand delivered, (v) when delivered after being sent by courier delivery service, or (vi) five (5) days after deposit in the mail when sent by registered or certified U.S. mail.

**12. Indemnification.** To the fullest extent allowed by applicable law but subject to the limitations in this Agreement, each party (the "Indemnifying Party") will, and does hereby agree to, defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) brought or claimed by third parties or by the Indemnified Party (collectively, "Claims") arising out of (i) a breach of either party's representations, warranties and/or covenants contained herein or (ii) the gross negligence or willful misconduct of, or intellectual property infringement or alleged intellectual property infringement by, the Indemnifying Party and/or its employees, agents, or contractors in the performance of this Agreement. The Indemnified Party shall notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section and the Indemnifying Party shall hereupon tender the defense of such Claims to the Indemnifying Party. The Indemnified Party shall cooperate in every reasonable manner with the defense or settlement of such Claims at the Indemnifying Party's expense. The Indemnifying Party shall not be liable under this section for settlements of Claims finalized solely by the Indemnified Party unless the Indemnifying Party has approved such settlement in advance or unless the defense of such Claims has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

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.

**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. EXCEPT FOR CLAIMS WHICH MAY BE INDEMNIFIABLE AS REFERENCED HEREIN THIS SECTION 13, PROVIDER'S AGGREGATE LIABILITY TO CLIENT RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PROVIDER PAID CLIENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

**14. Legality Limited License Agreement.** For services related to System which may allow Client to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the System, Provider makes no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate email messages. Further, Client retains custody and ownership of all recordings, and inmate e-mail messages; however Client grants Provider 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 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.

**15. General.** This Agreement shall be interpreted construed and enforced pursuant to the laws of the 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 term, covenant or condition contained herein shall be invalid or unenforceable to any extent and in any respect under any laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. This Agreement shall not be binding upon either Party until accepted in writing by an authorized representative of Provider as indicated by the signature below. This Agreement may not be assigned or transferred to any other person or entity without the prior written mutual agreement of the Parties. Notwithstanding the above, Provider may assign this Agreement upon mutual agreement of Client to any person acquiring all or substantially all of its assets or to any person or entity with or into which Provider merges; provided, however, that in any such case, all terms and conditions hereof will be binding upon and inure to the assignee or merged surviving entity as though such entity was an original party to this Agreement. Provider and Client 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 Client and Provider.

**16. Force Majeure.** Neither Party will be liable to the other for delays or inability to perform their obligations if such failure results from a Force Majeure event, which will include any Acts of God, acts of government, acts of terrorism, riots, wars, strikes, fires, weather, delays in transportation, shortages of materials, the unavailability of equipment or other matters beyond the reasonable control of the Party. Any such Force Majeure event will extend the time for such performance for a period equal to the period of delay; provided however, that the Party whose performance is prevented or delayed by such Force Majeure will take all reasonable steps to avoid or remove such causes of nonperformance and will continue its performance whenever, and to the extent such causes are removed.

**17. System Problem Notification.** Client shall have the capability to report problems with the System via a toll free number twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year. Upon the reporting of a problem by the Client to the Provider, the Provider shall repair the problem pursuant to the Repair Procedures as set forth in Exhibit B attached hereto, and specifically incorporated herein. THE SERVICE LEVEL AGREEMENT IN EXHIBIT B SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. THE PROVIDER DISCLAIMS 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.

**18. Entire Agreement; Amendments.** This Agreement represents the entire Agreement between the Parties with respect to the matters addressed herein and supersedes all prior negotiations, representations or agreements between the Parties, when written or oral, on the subject matter hereof. This Agreement may not be amended, modified, altered, or rescinded except upon a written instrument designated as an amendment to this agreement an executed by all Parties hereto

**19. Exhibits:** This Agreement includes Exhibits attached hereto as indicated below.

**Exhibit A, Equipment and Features**

**Exhibit B, Repair Procedures**

**Exhibit C, Call Rates**

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

**WILL COUNTY SHERIFF OFFICE**

**SECURUS TECHNOLOGIES, INC.**

By: Paul Kalpas  
Name: PAUL T. KALPAS  
Title: Sheriff  
Date: 2-24-12

By: Robert Pickens  
Name: Robert Pickens  
Title: Chief Operating Officer  
Date: 2/28/12

**Exhibit A**

**WILL COUNTY (IL)  
Equipment and Features**

A. Features. The parties agree that the Features listed below shall be provided and in accordance with the Service Level Agreements in Exhibit B. Provider will give Client thirty (30) days notice of any operational changes to the Features currently provided at Facility.

B. Equipment. We will provide the equipment/features in connection with the SCP services needed to support the required number and type of phones and other components and storage in accordance with Section 4.4 of the Agreement.

**CALL MANAGEMENT SERVICE**

**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. Provider will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Type of Call Management Service
Will County Adult Detention Center 95 S. Chicago Street Joliet, IL 60436	SCP

**VALUE-ADD FEATURES**

**DESCRIPTION**

3-Way Detection. 3-Way Detection provides the capability for you to mark, warn or disconnect 3-way calls.

Covert Alert: A remote call forwarding feature used for those numbers that are under surveillance by an investigative unit which permits authorized personnel to monitor a call from any designated remote location while the call is in progress.

Crime Tip: An anonymous detainee crime reporting tool that allows detainees to provide crucial information without being exposed as an informant.

The called party will be given the option to receive a rate quote.

Calls will be branded Will County Adult Detention Center and random branding will be announced during the call.



E-imports (auto pin): Each inmate will be assigned a personal identification number (PIN) to be utilized with the Inmate Telephone System. Once enrolled, the inmate will first enter his or her PIN before being allowed to make a telephone call to any authorized number. The use of a PIN will provide an audit trail of the specific inmate that placed a specific call from the facility. Additionally, SCP will enable the facility to allow or deny telephone numbers based on an inmate's PIN. Provider will provide e-imports at such time as generally made available to all customers, and Provider will provide e-imports (auto-pin) application at no cost to the Client from Provider. The current JMS provider will be provided requirements by Provider to facilitate the integration with the JMS system for the generation of PINs. Provider requests that the Client require the JMS provider to provide their portion of the interface.

COMPENSATION:

The optional features above are provided to Client at no charge.

**END-USER FUNDED FEATURES**

**PREPAID CALLING CARDS**

DESCRIPTION:

Upon receipt of Client's written request, Provider will provide Client 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 Client authorizes Provider, Provider will deal with Client's third party commissary operator ("Commissary Operator") for the sole purpose of selling prepaid calling cards to Client. If that is the case, Client shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that Provider receives the notice. Notwithstanding anything to the contrary, Client will remain primarily liable for the payment for prepaid cards sold to Commissary Operator on Client's behalf. Provider will provide advance notification of all card shipments to Client's site contact and/or designated agent, including date shipped, tracking number and estimated delivery date.

TAXES:

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Client agrees to pay all taxes levied by a duly constituted taxing authority against or upon the charges hereunder or on this Agreement, except, however, any taxes based on Provider's income, which taxes shall be paid by Provider. Client agrees to provide to Provider the Client's applicable State Sales and Use Tax Resale Certificate. Unless Provider receives a Sales and Use Tax Resale Certificate from Client, Provider will charge Client's appropriate and applicable taxes on the sale of the Prepaid Calling Cards.

COMPENSATION:

The face value of the cards less the applicable percentage specified in the chart below plus any applicable sales tax shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then Provider reserves 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. All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless Client provides us a valid reseller's certificate prior to the time of sale.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Discount Percentage
Will County Adult Detention Center 95 S. Chicago Street Joliet, IL 60436	70%

INMATE DEBIT

Client may at Client's option add Inmate Debit during the initial term of this Agreement. Provider must provide the option to Client of inmate debit with full integration to inmate commissary accounts within one (1) year of the Commencement Date of this Agreement.

**Exhibit B**  
**Repair Procedures**

**Priority Classifications**

The following classifications apply once a trouble report is issued and received by Securus Technical Support. A ticket number will be given to the Client at the time of the report.

**Priority One** condition occurs when 50% of any single cell block's inmate telephones are non-functioning.

**Priority One** condition occurs when any monitoring/taping function is not fully operational.

**Priority Two** condition occurs when system outage is less than 50% but impacts at least 10% of the phones.

**Priority Two** condition occurs when any other system event not a priority one condition occurs that adversely affects the operation of the system or any component thereof.

**Response Times**

The following response times must be met or a fine can be billed.

**Priority One** condition shall have a four (4) hour response time to work on remotely and to have a technician on site if needed.

**Priority Two** condition shall have a twenty-four (24) hour response and all due diligence shall be used to repair the problem as soon as possible,

Any single phone outage shall have a twenty-four (24) response time and all due diligence shall be used to repair the problem as soon as possible,

**Failure to Comply**

Failure to comply with the above stated Repair Procedures will result in a fine of \$100.00 billed to the Provider for failure to meet the response time per report. This fine shall be paid to the Client no later than 60 days from receipt of invoice from the Client. Client reserves the right not to bill the Provider.

As of the Commencement Date, Provider will continue to support Client with its CET (Customer Evaluation Team), until it is mutually agreed by the Parties that CET is no longer necessary.

EXHIBIT C

Call Rates

All calls

	<u>Surcharge</u>	<u>1<sup>st</sup> Minute</u>	<u>Additional Minutes</u>
Local	\$3.00	\$0.18	\$0.18
IntraLATA/Intrastate	\$3.00	\$0.18	\$0.18
InterLATA/Intrastate	\$3.00	\$0.18	\$0.18
InterLATA /Interstate	\$3.00	\$0.18	\$0.18
IntraLATA/Interstate	\$3.00	\$0.18	\$0.18

Plus applicable taxes and other governmental fees.

International rates, if applicable, will vary by country.

- New call rates will be implemented upon a mutually agreed to date within sixty (60) days of contract signing.