

**Combined Public Communications
Inmate Telecommunications General Service Agreement**

Combined Public Communications (hereafter "CPC"), with its principle place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 and the Clark County Sheriff's Office with its principle place of business at 501 East Court Street in Jeffersonville, Indiana 47130 (Customer) agree as follows:

Exclusive Agreement:

Customer agrees to exclusively permit CPC to install the Inmate Telecommunications System (ITS) that will process pre-paid calls including local and long distance traffic and associated hardware and software within all pre-existing and future jail and/or detention facilities. CPC shall also be the exclusive provider of existing and future related inmate communications and personal inmate communication devices which include but not limited to voice, data and video. Voice includes phone calls, data includes messaging and email; video includes video calls. CPC and customer agree that no other type of inmate personal communication device will be installed in the Jail for inmate use without written agreement between both parties.

CPC Equipment:

The ITS and all associated equipment installed under this agreement will remain the sole and exclusive property of CPC. Customer will promptly report to CPC misuse, destruction, or vandalism of the system or telephones. Customer will not use the ITS for Customer's business purposes nor list or advertise in any manner the telephone numbers of the ITS without the prior written consent of CPC.

Customer Access to Equipment and Reports:

CPC will give Customer access to the ITS that is password protected, allowing Customer's staff to monitor / record calls and run call detail reports. Call detail reports will be stored off site at a secure CPC location. CPC technicians will train Customer's authorized staff on the usage of the system.

Service Agreement:

All service and maintenance of the ITS will be the sole responsibility of CPC.

KIOSK and/or Vending Machine:

Customer agrees to exclusively permit CPC to install a KIOSK and/or vending machine(s) for the purpose of selling prepaid talk time minutes or any other inmate communication device to the inmate or friends and family. The KIOSK or vending machine location(s) will be agreed upon by the Customer and CPC and remain operable and on site throughout the term of the Agreement. CPC technicians will service, stock and maintain the machine(s).

Agreement Term:

This Agreement will remain in force and effective for sixty (60) months from the commencement date with an auto renew upon the same terms and conditions as set forth herein unless written notice is delivered to either party at least ninety (90) days prior to the initial term or any renewal term of this Agreement.

Commission:

Commission is paid monthly to the Customer and is based upon sales and is agreed as follows:
Prepaid calls fifty percent (50%).
Prepaid Calling includes direct pay and all prepaid revenue streams which include: prepaid talk time sold over the phone from CPC's customer service center, prepaid talk time sold through the web site www.inmatesales.com, prepaid PIN debit from a KIOSK, prepaid talk time sold from the jail commissary and prepaid calling cards from a vending machine or KIOSK.

Additional Compensation:

CPC will continue to provide the yearly tech grant (TG) that may be used to purchase items for the Sherriff's office. The current tech grant allocation has one payout left in the amount of twenty thousand (\$20,000) dollars in the year 2018, month of February. The additional TG funds for the remaining years of the new Agreement will increase by five thousand (\$5,000) dollars for a yearly TG payment of twenty five thousand (\$25,000) dollars paid out each year in the month of February.

6/29/17 July 1st 2017
Allocation with new Agreement - paid out in the month of February each year:
Tw
Year - ~~(2018)~~ - \$20,000
Year - (2019) - \$25,000
Year - (2020) - \$25,000
Year - (2021) - \$25,000

Additional Investigative Tools:

CPC will provide Customer with the Investigator Toolbox (CPC-IT) as bonus item over the next sixty months of the new Agreement at a value of seventy five thousand (\$75,000) dollars over the term of the Agreement.

The CPC-IT investigative tool includes:

1. Voice Print Technology - continuous voice identification; voice prints can be extracted from any source, regardless of language or text.
2. Covert Enrollment - the voice print without the inmates knowledge requiring no voice verification enrollment process.
3. Speaker Identification — speaker identification, comparing the speaker to a watch-list in real-time.
4. Identifies Inmates vs: the Public
5. Pin-Point Accuracy— processes both mono and stereo audio inputs, capable of splitting the caller's voice from the called party's voice.
6. Supports All Languages
7. Identifies PIN sharing
8. Shows Calling Patterns — Visual Link Analysis (VLA) shows the relationships of inmates to called parties.
9. The Best Known Number / Address (BKNA) shows information in the Visual Link analysis (VLA) diagram

In-Pod KIOSK, Booking KIOSK & Lobby KIOSK:

The In-Pod KIOSK, Booking KIOSK & Lobby KIOSK manufactured by Tech Friends (TF), installed and maintained by CPC as part of the previous Agreement, become the property of the Customer at the end of the current Agreement term, February 6, 2019. After that time, fees charged by TF for deposits, email, video visitation (remote & on-site) or any other function of the In-Pod TF units, as well as support and maintenance of the equipment will be negotiated between the Customer and TF.

Up to the February 6, 2019 date, CPC will continue to deduct the thirty cent (\$0.30) per intra-state prepaid call technology recovery fee, to cover the TF equipment cost.

After the February 6, 2019 date, when the TF equipment becomes the property of the Customer, if requested by the Customer, CPC will continue to maintain and support the TF equipment on a time and material basis; this cost can be deducted from the ITS commission.

Courtesy Calling Cards:

As a courtesy, if requested, CPC will provide monthly, complementary calling cards that permit local and long distance calling within the United States. The number of complementary calling cards will be allocated monthly and based upon the average number of bookings per month; the

complementary calling cards may be adjusted at CPC's discretion, depending upon the jail's needs.

Taxes, Regulatory & Network Fees:

Taxes, regulatory and service fees are deducted at the point of sale; network connection costs are deducted from the total revenue; these costs are not included in the Customer's commission.

Calling Rates:

CPC will charge telephone rates allowed by tariff, if applicable. The rates may be amended by CPC and the customer.

Liability:

CPC will have no liability for damage to Customer's premises from the installation, use or removal of the ITS or associated equipment unless such damage is the result of negligence of CPC agents or employees.

Indemnification

As further consideration for this agreement for installation of inmate telephones in the jail, CPC hereby agrees to indemnify and hold harmless the Customer in any and all claims arising by reason of allegations of excessive charges in violation of any state or federal statute or regulatory ruling. In the event of future legislation or administrative regulation materially alters the charges which may be made by CPC, CPC agrees to abide by any such statute or ruling and bring their conduct of charges into compliance with said authority. In the event that any future legislation or administrative regulation materially alters the terms of this agreement, this Agreement shall, at the option of either party, be subject to re-negotiation between the parties.

Regulatory Changes:

In the event that new and/or revised government regulations prevent CPC from providing commission or services to the Customer, CPC will have the right to renegotiate this Agreement with the Customer.

Uncontrollable Circumstances:

CPC reserves the right to renegotiate this Agreement if circumstances arise outside our control related to acts of God, change in call rates, regulations, operations mandated by law, reduction in inmate population or capacity, material changes in jail policy or economic conditions.

Maintenance and Repair

CPC may remove or replace the ITS or associated equipment from any given location when damage to the system or associated equipment, whether by vandalism or otherwise, warrants removal. CPC, with the consent of Customer, may adjust the number of inmate telephones at the premise when in CPC's judgment the revenue generated by the existing inmate telephones warrants such adjustments.

Termination

Either party may terminate this Agreement in the event that the other party materially fails to perform its obligations under this Agreement and said material failure shall continue for a period of thirty (30) days after written notice to the defaulting party of said failure is given. In the event any governmental tariff or regulation prevents CPC from providing services or such tariffs or regulations make continuation of this agreement impractical for economic reasons or otherwise, then CPC at its sole discretion may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, the Customer agrees to allow CPC access to the facility in order to remove all equipment, including but not limited to inmate telephones and all associated equipment. CPC agrees to remove the equipment within thirty days after termination of this Agreement.

Resolution of Disputes

Any and all disputes arising under this agreement shall be brought in a court of appropriate venue and competent jurisdiction.

Authority to Represent

Each party to this Agreement warrants and represents that they have the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the equipment.

Furthermore, signing this document confirms to CPC that the detention facility described herein is not under a contract with any other inmate telephone provider. The undersigned has the authority and hereby directs Combined Public Communications to install their inmate telephone system.

The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the 7th day of February, 2018 (the Commencement date). Any and all previous contracts and agreements entered into between these parties are null and void.

Signed this JUNE day of 29, 2017.

Customer
By: 
Signature

DAMEN NASH, Sheriff
Print Name and Title

CPC
By: 
Signature

TED WIECHMANN Sales
Print Name and Title

Call Rates

Prepaid calling within the U.S.	\$0.20 per minute
Prepaid International Calling	Begins @ \$1.00 per minute, a list of countries and costs will be supplied to customer

Service Level Agreement

Response time:

An individual phone outage:	24 hours
Section of the building outage:	4 hours
Complete system wide outage:	2 hours

A routine service failure with no impact on the administrative functions of the system such as an individual phone outage, repair time is 24 hours.