

MuckRock News
DEPT MR 50863
411A Highland Ave
Somerville, MA 02144-2516
50863-99244033@requests.muckrock.com

Morgan County Sheriff
APRA Office
160 N. Park Avenue
Martinsville, IN 46151



March 15, 2018

To Whom It May Concern:

Pursuant to the Indiana Access to Public Records Act, I hereby request the following records:

A copy of the current contract between the County and the current vendor for inmate communication services at the County Correctional / Detention Facility. This may encompass telecommunication, kiosk, and mobile tablet services. I am requesting that the information provided contain the term and expiration date of the current contract (including any optional contract extensions), as well as the current telecommunications provider and the services currently being provided pursuant to the agreement.

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 7 business days, as the statute requires.

Sincerely,

Augie Torres

Filed via MuckRock.com
E-mail (Preferred): 50863-99244033@requests.muckrock.com

For mailed responses, please address (see note):
MuckRock News
DEPT MR 50863
411A Highland Ave
Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock

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by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.

**AGREEMENT FOR INMATE TELEPHONE SERVICE SYSTEM
MORGAN COUNTY (IN)**

This Agreement for Inmate Telephone Service System ("Agreement") is entered into this 23 day of January 2015, and shall begin no later than ten (10) days from the date Client signs (the "Commencement Date"), between the Morgan County Sheriff's Office ("Client") and Securus Technologies, Inc., a Delaware corporation ("Provider").

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 Client's designated facility located at 160 N. Park Avenue, Martinsville, Indiana 46151.

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, prepaid calling cards, debit calling and email) at the all existing and future facilities under the authority of Client in lieu of any other third party providing such inmate communications, including without limitation, Client's employees, agents or subcontractors.

2. Term.

2.1 The initial term of this Agreement shall begin on Commencement Date and terminate on December 31, 2018.

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 ninety (90) days prior written notice if the Agreement becomes unprofitable for Provider, however, Provider shall not unreasonably exercise such right.

2.3 The parties reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside of the parties' control related to the Facility (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 either party's business; however, the parties shall not unreasonably exercise such right. Further, Client acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions, which are subject to change from time-to-time, and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

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

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BY:.....

expense, all industry standard upgrades and/or improvements of telephones, equipment, and software as for the provisioning of the inmate telephone service system within ninety (90) 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 forty (40) inmate phones.

3.4 In addition to the inmate telephone services set forth herein, Provider will provide Automated Information Services (AIS™) as described in the AIS™ Service Order, attached hereto as Exhibit D.

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 a minimum of five (5) years and Provider will provide access to five years detailed call records and train Client's designated personnel to retrieve detailed call records.

4.4 Call recordings shall be available to the Client for sixty (60) days 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 comply with and provide all items submitted in Provider's proposal for inmate telephone services set forth in Exhibit A attached hereto, and specifically incorporated herein.

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

4.7 Provide SCP with Free call feature.

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 (excepting recorded communications for which Client retains ownership) 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 proprietary 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 Indiana.

6. Call Duration.

6.1 At the commencement of this Agreement there is call duration 15 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 The System will have the capability to allow free calls as may be designated, from time to time, by Client; provided however, the number of free calls will be limited to one hundred (100) per year.

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 sixty-five percent (65%) of Gross Revenues for all completed collect and debit calls, excluding interstate. "Gross Revenues" means all charges billed by Provider relating to collect and debit 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.

8.2 Commission stratification report shall accompany each commission payment as described in 8.3.

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

Morgan County Sheriff's Office
160 N. Park Ave.
Martinsville, Indiana 46151

8.4 Notwithstanding anything to the contrary contained in this Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).

9. Minimum Annual Guarantee ("MAG")

So long as the inmate population (expressed as average daily population, or ADP) is not less than 288 inmates, the Client's MAG commissions will not fall below \$144,000.00 for the twelve (12) month period following the Commencement Date. Each year thereafter, Provider will adjust the MAG upward or downward to reflect eighty percent (80%) of the actual Commissions earned in the prior twelve (12) months. If, at the end of any given term year, the actual Commissions earned are less than the MAG, then Provider will pay Client the difference within sixty (60) days of the end of the term year. All Commission payments shall be final and binding upon Client, unless Provider receives written objection within sixty (60) days after the Payment Date. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, PROVIDER SHALL HAVE THE RIGHT THROUGHOUT THE INITIAL TERM AND ANY RENEWAL TERMS OF THIS AGREEMENT, BUT NOT MORE OFTEN THAN**

ONCE PER CALENDAR YEAR, TO FULLY AUDIT OR EXAMINE ANY AND ALL INFORMATION PERTAINING to THE CUSTOMER'S AVERAGE DAILY POPULATION.

10. Signing Bonus

Within thirty (30) days of contract signing Securus Technologies will pay Client a one-time signing bonus of one hundred sixty thousand dollars (\$160,000.00). If the Agreement is terminated for any reason, other than as set forth in Section 2.3, before the end of the Initial Term, then Client will refund to Provider an amount equal to the Signing Bonus times a fraction, the numerator of which is the number of months between the date of termination and the end of the Initial Term, and the denominator of which is the number of months in the Initial Term. Client shall pay any such refund within ten (10) days after any such termination, or at Provider's election, Provider may deduct the refund from any Commission Provider owes Client upon mutual agreement. All signing bonus payments shall be final and binding upon Client, unless Provider receives written objection within sixty (60) days after the signing bonus has been paid to Client. Client acknowledges and understands that the signing bonus is a one-time payment, not a recurring or annual payment.

The Signing Bonus will be paid to the following address:

Morgan County Sheriff's Department
160 N.Park Ave.
Martinsville, IN 46151

11. Call Rates:

11.1 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.

12. Notices.

12.1 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.

12.2 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.

13. 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.

14. 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, 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.

15. 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.

16. General. This Agreement shall be interpreted construed and enforced pursuant to the laws of the State of Indiana. 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.

17. 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.

18. 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.

19. 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

20. Exhibits: This Agreement includes Exhibits attached hereto as indicated below.

Exhibit A, Equipment and applications

Exhibit B, Repair Procedures

Exhibit C, Call Rates

Exhibit D, AIS™ Service Order

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

MORGAN COUNTY SHERIFF'S OFFICE

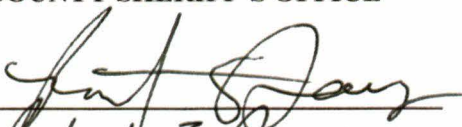
SECURUS TECHNOLOGIES, INC.

By:

Name:

Title:

Date:



Robert I. Downey

Sheriff


1/23/15

By:

Name:

Title:

Date:



Robert Pickens

President

1-27-15

Exhibit A
Equipment and Software

MORGAN COUNTY SHERIFF'S OFFICE
Equipment and Features

A. Applications. The parties agree that the Applications 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 Applications currently provided at Facility.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components and storage for 2 Years / Purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

CALL MANAGEMENT SERVICE

DESCRIPTION:

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	Collect Commission Percentage	Revenue Base for Calculation of Commission	Payment Address
Morgan County Sheriff's Office 160 N. Park Ave. Martinsville, Indiana 46151	SCP	65%	Gross Revenues	--SAME--

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. Client agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit accounts to inmates. Client agrees to use Provider's SCP User Interface or utilize integration with Client's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Client's failure to perform any of its obligations for the project; (ii) any of Client's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control.

INVOICING, TAXATION & COMPENSATION:

Provider shall invoice Client on a monthly basis for Debit call usage less the applicable commission percentage specified in the chart below plus any applicable sales tax. The invoice will be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, 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 unpaid invoice balance plus any accrued interest from any amounts owed to Client by Provider until Provider is paid in full. Client may provide a Sales and Use Tax Resale Certificate to Provider stating that Client 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 Client, Provider shall not charge applicable sales taxes on Client invoices.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Debit Commission Percentage
Morgan County Sheriff's Office 160 N. Park Avenue Martinsville, Indiana 46151	65%

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 operation.

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 to and all due diligence shall be used to repair the problem as soon as possible,

A seventy two (72) hour response time will be given for single phone outage for repair before a fine can be bi lied.

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.

EXHIBIT C

Call Rates

No.	Destination Class	Customer Type	Connect Charge	Per Minute
1	Local	Collect (Direct Bill)	4.75	-
2	IntraLATA Intrastate	Collect (Direct Bill)	3.00	0.45
3	InterLATA Intrastate	Collect (Direct Bill)	3.00	0.59
4	InterLATA Interstate	Collect (Direct Bill)	-	0.25
5	IntraLATA Interstate	Collect (Direct Bill)	-	0.25
6	Local	AdvanceConnect	4.75	-
7	IntraLATA Intrastate	AdvanceConnect	3.00	0.45
8	InterLATA Intrastate	AdvanceConnect	3.00	0.59
9	InterLATA Interstate	AdvanceConnect	-	0.21
10	IntraLATA Interstate	AdvanceConnect	-	0.21
12	Local	Debit	4.75	-
13	IntraLATA Intrastate	Debit	3.00	0.45
14	InterLATA Intrastate	Debit	3.00	0.59
15	InterLATA Interstate	Debit	-	0.21
16	IntraLATA Interstate	Debit	-	0.21
17	International	Debit	Vary by Country	Vary by Country

*Plus applicable taxes and governmental fees



Exhibit D: AIS™ SERVICE ORDER
Morgan County Sheriff's Office (IN)

This AIS™ SERVICE ORDER shall be effective as of the last date signed by either party ("Service Order Effective Date") and is made part of and governed by the Agreement for Inmate Telephone Service System (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and Morgan County Sheriff's Office ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This AIS™ SERVICE ORDER shall be coterminous with the Agreement, unless otherwise agreed by both parties.

DESCRIPTION.

Provider will provide the Automated Information Services (AIS™) as described herein through its wholly owned subsidiary, Telerus. The AIS™ application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform, as well as allow inmates' friends and families the ability to open or fund a pre-paid telephone account, an inmate phone account, an inmate trust account or leave a voicemail. The application is accessed through a telephone IVR system. Once Facility staff has uploaded all required information, the system is able to automate information such as Commissary Balances (pending MIS system data flow); Charge Information; Court Appearance Dates, Times, Locations; Bond Amounts, Types; Projected Release Dates; and Visitation Eligibility, Times.

Automated Information Services 2.0 is configurable to meet the specific needs of Customer's Facility. The standard option includes automation of inmate and Facility information to constituents who call Customer's existing main telephone number and to inmates at Customer's Facility. The following are options and requirements available for AIS.

- ✓ Automation of inmate and Facility information to constituents (standard)
- ✓ Automation of inmate and Facility information to inmates (Securus ITS Customers only))
- ✓ Ability to open or fund a Securus pre-paid telephone account (Required)
- ✓ Ability to fund an inmate phone account (Required)
- ✓ Ability to fund an inmate trust account (Required)
- ✓ Ability to leave a voice mail (Required)
- ✓ Ability to provide for inmate information and trust funding via InmateInfo.com

The application provides all information automatically without staff intervention 24/7.

With the assistance of the Customer's staff, Provider will create a report that accesses the Customer's Jail Management System (JMS) to obtain the required data for the AIS service, so that no integration or associated fee assessed by the JMS vendor is required. In the event Provider is unable through no fault of its own to generate the required report, Customer has the option of either (i) paying any/all integration fees incurred by Customer's JMS/MIS system provider or (ii) opting out of this AIS Service Order without any further obligation with respect thereto by either Customer or Provider.

The AIS™ Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an inmate providing a quick way for friends and family to initiate communication or deliver timely information to an inmate prior to a scheduled phone call or visitation. Friends and family will pay up to a \$3.95 usage fee for each voicemail they leave, 20% of which Customer will receive each month as a commission payment. AIS™ Jail Voicemail is not subject to any other compensation.

InmateInfo.com provides the features and benefits of AIS™ on the Web. InmateInfo.com allows friends and family members to search by facility and inmate to find the same inmate information AIS™ provides as well as giving them the opportunity to fund an inmate's trust account over the Web.

Customer agrees to implement all Required features above and to allow Provider to expand the AIS™ services offering at any time during the Term of the Agreement upon thirty (30) days advance written notice to include additional constituent notification services provided through the AIS™ application. If Required features are not implemented or maintained during the Term of the Agreement, AIS pricing will revert to \$960.00 per month.

PAYMENT (check all that apply):

- Customer shall pay a one-time set up charge to Provider in the amount of \$[NOT APPLICABLE] ("AIS™ Set Up Fee"). The AIS™ Set Up Fee shall be payable through a Commission deduction, which shall be deducted on the sooner of (i) the month following the AIS™ installation, or (ii) sixty (60) days following the date Customer signs this Service Order, until paid in full. If the Agreement is terminated for any reason before the end of the Initial Term, then we will invoice you

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BY:

for the balance, if any, which shall be due within thirty (30) days after the date of the invoice.

- Customer shall pay a monthly fee in the amount of \$[NOT APPLICABLE] ("AIS™ Fee"). The monthly AIS™ Fee shall be payable through a Commission deduction, which shall be deducted on the sooner of (i) the month following the AIS™ installation, or (ii) sixty (60) days following the date Customer signs this Service Order. If the AIS™ Fee exceeds the Commission for the relevant month or, if for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice.

Notwithstanding anything to the contrary, the parties acknowledge that the AIS™ monthly fee is based on Customer's estimated Average Daily Population ("ADP") count. If the ADP levels have fluctuated by more than fifteen percent (15%), Provider reserves the right to renegotiate or terminate this AIS Service Order upon sixty (60) days advance written notice to Customer.

EXECUTED as of the Service Order Effective Date.

CUSTOMER: Morgan County Sheriff's Office By: <u>[Signature]</u> Name: <u>Robert S. Downey</u> Title: <u>Sheriff</u> Date: <u>1/23/15</u>	PROVIDER: Securus Technologies, Inc. By: <u>[Signature]</u> Name: Robert Pickens Title: President Date: <u>1-28-15</u>
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