

Vigo County Sheriff
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**Combined Public Communications
Inmate Telecommunications General Service Agreement**

Combined Public Communications (hereafter "CPC"), an Ohio corporation with its principal place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 and the Vigo County Sheriff's Office (hereafter "Customer") with its principal place of business at 201 Cherry St. Terre Haute, IN 47807 agree as follows:

Exclusive Agreement:

Customer agrees to exclusively permit CPC to install the Inmate telecommunications system that will process collect calls, prepay and direct pay 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 Inmate Telecommunications system 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 Inmate Telecommunications system for Customer's business purposes nor list or advertise in any manner the telephone numbers of the Inmate Telecommunications system without the prior written consent of CPC.

Customer Access to Equipment and Reports:

CPC will give Customer access to the inmate telephone platform 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 Inmate Telecommunications system 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 Customer and CPC and remain operable and on site throughout the term of this Agreement. CPC technicians will service, stock and maintain the machine(s).

Agreement Term:

This Agreement will remain in force and effective for forty eight (48) months from the commencement date. In the event a new facility is constructed and will be operational prior to the end of the initial terms, CPC will work with all members of the architectural firm, general contractor and sub-contractors during the construction phase to adapt, add and move all equipment associated with this Agreement to assure Customer of a transition with no disruption of services under our control. Any termination prior to this date would require conditions outlined in the "Termination" clause within this Agreement.

Commission:

Commission is paid monthly to Customer and is based upon sales and is agreed as follows: Prepaid calls fifty percent (50%) or a guaranteed monthly minimum of eight thousand (\$8,000) dollars, whichever is greater. 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.

Bonus Compensation:

CPC will install and support CPC Investigator Toolbox (IT) at NO COST. CPC will provide Customer with live customer service specifically for friends and family to call with questions regarding inmate status based on our interface with the Jail Management System at NO COST. CPC will install and support VendEngine video visitation, both onsite and remote, at NO COST. The remote visits will be 15 minutes in length at a cost of \$.38 per minute. Customer will receive a commission of \$.10 per visit off each remote visit. Included in the VendEngine package will be electronic grievances, medical requests, etc., electronic messaging, inmate handbook and commissary ordering interface.

Pending Development:

CPC has authorized VendEngine to proceed with new software development of Inmate Initiated Video Visits, per Customers request. If timelines to build and test 35 public and inmate units required to fulfil Customers' needs, necessitates this Agreement being executed prior to new developments completion and demonstration to Customer's satisfaction, the Commencement Date will be altered to allow Customer to continue "month to month" with current vendor until such time pending development meets Customers expectations.

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 prepaid 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 Customer's commission.

Calling Rates:

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

Liability:

CPC will have no liability for damage to Customer's premises from the installation, use or removal of the inmate telecommunications system or associated equipment unless such damage is the result of negligence of CPC's 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 Customer from 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 Customer, CPC will have the right to renegotiate this Agreement with 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 inmate telecommunications system 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 premises 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, 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 with jurisdiction limited to a court in Vigo County or a Federal court in the southern district of Indiana.

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 CPC to install their inmate telephone system.

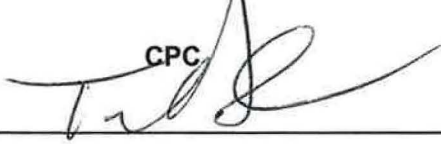
The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the 28 day of June, 2017 (the Commencement date). Any and all previous contracts and agreements entered into between these parties are null and void.

Signed this 18 day of April, 2017.

By: 
Customer
Signature

Greg T. Ewing, Sheriff
Print Name and Title

By: 
CPC
Signature

Tim Ponder - Sales
Print Name and Title

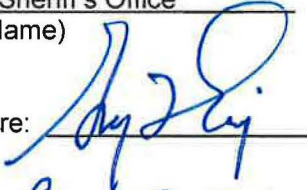
Letter of Agency

This Letter of Agency (LOA) dated April 18, 2017 between the Vigo County Sheriff's Office "Customer" and Combined Public Communications (CPC) Inc., hereby grants CPC Inc. the authority to act as Customer's Agent for the coordination of all correction and public telephone activities. All information requested should be forwarded to: CPC Inc., PO Box 76573, Highland Heights, Ky. 41076. Customer hereby directs you, the Corrections Telephone and Payphone Services Provider (PSP) to forward to CPC Inc. at the above address any and all contract information (including, but not limited to effective and expiration dates, renewal and termination terms and conditions, and exclusivity clauses) pertaining to PSP and the Customer correction telephone and payphone location(s) listed below for the purpose of managing all activities relating to Customer's correction telephones and payphones. PSP's failure to respond with this information within seven (7) business days of receipt of this request shall be deemed by Customer and CPC Inc. to indicate that no such contract exists, or that the term of said contract has expired, or that PSP has abandoned its rights under said contract. Such failure to respond will result in action consistent with the absence of a contract, which may include the Customer's removal of your corrections telephone system, telephones and payphones from this location.

Notice: Effective on the date of this LOA, Customer hereby serves notice that it wishes not to renew any existing contract with PSP after the existing term.

Location / Address Vigo County Sheriff's Office
201 Cherry St.
Terre Haute, IN 47807

This authorization supersedes any previous Letters of Agency or Authorization Letters that may exist, and shall remain in effect until terminated by either party in writing.

Vigo County Sheriff's Office
(Location Name)
Customer Signature: 
Customer Name: Greg T. Ewing
(print)
Customer Title: Sheriff
Date: 4-18-2017

Combined Public Communications
Agent Signature: 
Agent Name: Tim Ponder
(print)
Agent Title Sales
Date: 4/18/17

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.

Commission Address

Name on Commission Check: Vigo County Sheriff
ATTN: office manager

Commission Check Address: 201 Cherry ST.

Terre Haute, IN 47807