

INMATE COMMUNICATION SERVICES AGREEMENT

THIS AGREEMENT, dated as of October 15, 2002 by and between Infinity Networks, Inc., a corporation organized under the laws of the State of Louisiana, with principal offices at 309 East Mark Street, Marksville, LA 71351, (both hereinafter referred to as "Company") and the West Baton Rouge Parish Sheriff's Office (hereinafter called "WBRPSO") having principal offices at 850 Eighth Street, Port Allen, LA 70767.

WITNESSETH:

WHEREAS, the Company is engaged in the business of providing telecommunications services for correctional facilities and

WHEREAS, WBRPSO wishes to contract with the Company for such services at the West Baton Rouge Parish Sheriff's Office, which facility is currently under the operation and control of WBRPSO.

NOW, THEREFORE, the parties hereto, in good consideration of the mutual covenants and agreements contained herein and other good and valuable consideration do agree as follows:

SECTION 1. SCOPE OF AGREEMENT

WBRPSO hereby agrees to contract with the Company the services described herein, and the Company agrees to provide such services at the time and in the manner, and subject to the terms and upon conditions, set forth both herein and on Attachment A and B to this contract.

SECTION 2. MANAGEMENT SERVICES

(a) Equipment. The System without cost to the WBRPSO will provide inmate telephone services consisting of coinless telephones for use by inmates for making collect and pre-paid calls. WBRPSO shall receive from the Company the Inmate Telephone System. System shall include call-processing software capable of providing automated collect calling as well as recording the calls for playback and storage. Title to all equipment shall at all times remain with the Company.

(b) Installation. The Company at its own expense shall provide installation of the Inmate Telephone System as desired by the WBRPSO including but not limited to, all labor, materials, equipment, permits, licenses, telephone lines, required to supply, install repair, maintain, etc. the system.

(c) Management Operation and Service. The Company will provide management, operation and maintenance of all system equipment and will dispatch technicians to provide on-site service within forty-eight (48) hours of notification of a service disruption by the WBRPSO.

(d) Remote Polling. The Company will poll the inmate telephone system daily for the purpose of collecting all billable call records and preventative maintenance. When

polling reports indicate possible trouble The Company will make the necessary efforts to repair the problem as quickly as possible.

(e) Billing and Collection. The Company shall establish, maintain and provide detailed billing and collection services for WBRPSO for call records originated from the facility. Company at its expense shall maintain sufficient records to permit determination of funds due to WBRPSO. Such records shall be made available to WBRPSO at no charge upon request. Reports shall include total calls, total minutes of use, type call.

(f) Bad Debt Control. The Company will work closely with WBRPSO to develop Controls and procedures to help control the bad debt amounts generated from the facility for WBRPSO.

SECTION 3. PAYMENT TO WBRPSO

The Company will forward monthly payment to WBRPSO on or about the 15th day or approximately 45 days after the end of the month in question. Such payment shall be 44% of all billed and collected revenue from the billing agent. The Company will guarantee WBRPSO a minimum monthly commission of \$10,250.00 for each month of the contract term that the Average Daily Inmate Population is at least 80% of the current inmate capacity of 325 inmates. Infinity will pay the greater of the % commission earned or the guarantee in each calendar month that the ADIP criteria are met.

In addition if the Federal Communications Commission, the Louisiana Public Service Commission, or any other governmental agency with authority or jurisdiction over inmate telecommunications enters rules, orders or judgments that would substantially impair or reduce gross revenue generation or allow the Company to process inmate calls as envisioned by this agreement, then the Company has the immediate option to renegotiate the guarantee. If WBRPSO and Company cannot agree on an adjusted guarantee schedule then either party can terminate the agreement on thirty (30) days written notice.

SECTION 4. FURTHER ASSURANCES

During the term of this agreement, including any renewal period(s), WBRPSO agrees to:

1. Reasonably protect the equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
2. Provide, at its expense, necessary power and power source, and suitable space accessible to the user.
3. Permit reasonable access to the WBRPSO Facility in accordance with WBRPSO policies, without charge or prejudice to Company employees or representatives.
4. Inmates will ordinarily have access to telephones a minimum of 12 hours per day.
5. Inmate telephone call duration will be limited to 15 minutes.

SECTION 5. PROTECTION OF CONFIDENTIAL INFORMATION

Each party hereby agrees that it will make no disclosure of the terms and conditions of this agreement without prior written consent of the other party.

SECTION 6. FORCE MAJEURE

The Company shall not be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusual severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

SECTION 7. LIMITATION OF LIABILITY

The Company will use due care in processing all work and agrees that it will at its expense, correct any errors which are due solely to the malfunction of the Company's computers, operating systems, or programs or errors or acts of negligence, by the Company employees. The WBRPSO agrees that the Company has made no additional warranties or representations relied upon by WBRPSO to accept and execute this agreement. WBRPSO agrees the Company will not be liable for any lost revenues or service disruptions of other service provider(s) involved in the public communications network.

SECTION 8. TERM OF AGREEMENT

The initial term of this Agreement shall begin on ^{October 15} ~~August 15~~, 2002 and continue in full force and effect for a minimum period of five (5) years from such date unless terminated in accordance with this agreement and shall automatically renew under the same terms and conditions for a successive period of one (1) year if notice of termination is not received per Section 9.

SECTION 9. TERMINATION

Either party may terminate this agreement for cause prior to expiration of the initial term if the alleged breach of the term(s) by the offending party has not been cured within thirty (30) days of written notice of such breach. Written notice must be sent or received at least sixty days prior to the initial term expiration as described in Section 13.

SECTION 10. ASSIGNMENT

In the event that the WBRPSO sells the facility covered by this agreement, there shall be no required consent by the Company to the assignment of this agreement. However, the WBRPSO will require as a condition of the sale of the facility that the acquiring party sign an assumption agreement and assignment of this agreement with the Company as a condition of the purchase.

SECTION 11. GOVERNING LAW

The laws of the State of Louisiana will govern this agreement.

SECTION 12. AUDIT

WBRPSO will be permitted by the Company to audit, read, review and copy all records pertaining to this contract upon thirty days written notice as described in Section 13.

SECTION 13. NOTICES

Notices are to be made in writing and directed to the following:

WBRPSO:
West Baton Rouge Parish Sheriff's Office
P.O. Box 129
Port Allen, LA 70767
Phone: 225-343-4234
Fax: 225-344-1004

Infinity Networks, Inc.
Attn: Contracts
309 East Mark Street
Marksville, LA 71351
Phone: 318-253-5044
Fax: 318-253-6131

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this 15th day of October, 2008

West Baton Rouge Parish Sheriff's Office

Infinity Networks, Inc.

Randall J. Andrew
Signature
Randall J. Andrew
Name
Sheriff
Title

Tracy Be It
Signature
Tracy Be It
Name
Secretary
Title

ATTACHMENT A

Additional Services available to WBRPSO by INI under this agreement:

1. INI will provide the WBRPSO with its incoming administrative lines at a discount of 10% off the current cost from Southern Bell.
2. INI will provide WBRPSO long distance telephone service at the rate of \$.06 per minute for all intrastate and interstate long distance calls.
3. INI will provide the WBRPSO with access to the Internet on a dial up line or a digital line, if and when available, for interconnection to the Internet at no cost to the WBRPSO.
4. Infinity Networks will sell prepaid calls to the WBRPSO for resale through the commissary. The cost to WBRPSO and the recommended selling price are as follows:

Minutes per Card	Cost of Card to WBRPSO	Recommended Sale Price
33	\$12.00	\$25.00
66	\$24.00	\$50.00

ATTACHMENT B

The system to be installed at the WBRPSO is composed of two major components, the Comlink Defender call processor and the Sentry Link/Sentry Voice a specialized application that resides on a workstation. Sentry Link/Sentry Voice communicates with the Comlink Defender on a Local Area Network (LAN). It's tools provide the system administrator the ability to block specific telephone numbers, retrieve and analyze call detail reports, produce custom reports, use PIN's, establish allowed numbers for each PIN, designate free numbers, view and monitor live call activity and automatic recording of designated conversations and terminate calls from the workstation of any conversation. Sentry Link/Sentry Voice also provides the alerts based upon called number or PIN. These alerts will notify the system administrator a call is in progress when a certain telephone number is dialed or a certain PIN is being used.

- Fraud Prevention Software
 - Our system comes pre-packaged with three-way call detect, voice overlay messaging (plays an optional message indicating that the called party is conversing with in inmate from a correctional facility),
 - DTMF detection prevents the inmate from dialing additional digits after the call is connected
 - Inmates will have no access to live operators.
 - Velocity filters restricts the number of times an inmate can dial a specific number
- Internet Control System
 - Our call processor software allows an individual who is remotely located to dial-in to the platform using PcAnywhere. This allows the remote users to terminate phones just as if they were sitting directly in front of the machine.
- Uninterrupted Power Supply
 - We provide a UPS that will allow for 15 minutes of uninterrupted operation of the equipment in the event of a power failure
- Pertinent Security Features
 - We will provide the facility three ways to control the on/off operation of the telephones. The first method involves the installation of manual cut-off switches. These cut-off switches allow the jail personnel to cut-off all phones or individual telephones as desired. The second method is on/off programming. Through the SentryLink workstation the system administrator will be able to program the telephones to come on and turn off based on day of week and hour of day. The system will also allow telephones to be grouped to act independent of each other so you can have different on/off times for different telephones. The last method is through SentryLink Phone View. This gives the system administrator a "software" option that will disable individual or all telephones with the click of a mouse.

- Our technology prevents the inmate from communicating or listening while the call is being attempted. Only after the call has been accepted can the inmate communicate with the called party.
- Positive Response answer detect
 - Our solution does not allow calls to answering machines or voicemail systems because the called party must press a zero to accept the call or the equivalent in a rotary phone.
- Multi-Lingual
 - Our system has the ability to offer voice prompts in both Spanish and English
- Voice Programming
 - The Comlink provides for jail branding and the inmate's recorded name. All calls will announce to the called party the call is from the (WBRPSO) and the inmate's name that is attempting the call.
- Back Up pf Call records/Nonvolatile RAM
 - The Comlink stores the all call records in the call processor using non-volatile RAM until retrieved. Retrieval occurs everyday 7 days a week by placing a telephone call from the data center to the call processor. The calls are rated in the call processor by referencing rate tables store in the call processor. To keep the calls being billed in a timely fashion, Infinity submits the calls to its billing agent twice a week. The billing agent forwards the call records to the local telephone companies for end-user billing. If any problems arise the data center keeps 2 backup copies of original call data for quick correction and re-submission. Additionally, we backup the call records on a CD.
- Training
 - After the installation of the equipment one of our technicians will provide training on how to use the system.
- 24 hour customer support and Technical Support/Remote Diagnostics
 - Infinity is available 24x7 to meet all the facility needs. When a service is needed the facility should call the toll-free customer service number. From 8am to 5pm Monday thru Friday CST an Infinity dedicated Customer Service Representative (CSR) will handle the call. This representative will immediately determine if the trouble requires remote or on-site service. If remote service is necessary the CSR will access the system and begin diagnostics and troubleshooting. Once it has been determined an on-site person is required one of our technicians will be called with a trouble ticket. Infinity creates trouble tickets for all service matters whether reported by the facility or determined by a CSR. This allows Infinity to track the progress of each service incident and resolution. Any trouble ticket older than 48 hours receive the highest priority. It is Infinity's goal to resolve all tickets within 48 hours of reporting.
- PIN's

Each inmate can be assigned a personal identification number an allowed numbers for each PIN, designate free numbers, view live call activity and terminate from the workstation any conversation. SentryLink also provides the alerts based upon called number or PIN. These alerts will notify the system administrator a call is in progress when a certain telephone number is dialed or a certain PIN is being used.

- Call Monitoring/Recording
 - Windows Point and Click operating system
 - Recording of calls in automatic or start/stop mode
 - All lines recorded simultaneously
 - Each individual call has it's own discrete record
 - Simply double-click on a call detail record to listen to a recorded conversation
 - Monitor a live conversation by clicking on the phone icon associated with the phone to be monitored
 - Turn off recording and monitoring for any destination phone number (i.e. attorney), group of phones or a PIN
 - Recordings are saved in a standard .WAV format for easy exporting

At this time the Director of Administration Joe Arabie was recognized and reviewed the letter of recommendation from the Sheriff's Office, and the inmate communication services agreement with Infinity Networks, Inc.

A motion was made by Mr. Riley Berthelot, Jr., seconded by Mr. Harlan Cashiola authorizing the Parish President to sign services agreement/contract with Infinity Networks, Inc. for inmate telephone communication on behalf of the West Baton Rouge Parish Detention Center, effective October 15, 2002, as recommended by the West Baton Rouge Parish Sheriff and concurrence of Administration.

Roll call vote on the motion was recorded as follows:

YEAS: 9 (Messrs. Washington, Kershaw, LeBlanc, Anderson, Johnson, Berthelot, Brown, Cashiola, Mrs. Nelson)

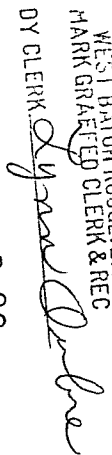
NAYS: 0 (None)

As a result of the roll call vote the motion was unanimously adopted.

CERTIFICATE

I, Sharon Zito, Council Clerk of the West Baton Rouge Parish Council do hereby certify that the above and foregoing is true and correct copy of a motion adopted by said body at its Regular Meeting of September 26, 2002, at which meeting all of the members were present and voting.



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