

13 pages Total

**1. All contracts for the provision of telephone services to inmates held in detention facilities operated under the authority of Lincoln County, Washington.**

SECOND AMENDMENT TO MASTER SERVICES AGREEMENT

This SECOND AMENDMENT (the "Second Amendment") is effective as of the last date signed by either Party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement with a Commencement Date of June 19, 2006 (the "Agreement") by and between the Lincoln County Sheriff's Office ("Customer" or "you") and Securus Technologies, Inc. f/k/a Evercom Systems, Inc. ("Provider" or "we").

WHEREAS, Customer desires and Provider agrees to amend the Agreement to provide for Inmate Debit and Commissary Order by Phone; and

NOW, THEREFORE, as of the Second Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. TERM. This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement.
- 2. INMATE DEBIT ACCOUNTS. In addition to the Applications currently provided under the Agreement, Customer shall implement inmate Debit Accounts.

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 will also allow inmate Friends & Family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by Friends & Family members into an inmate's Debit account become property of the inmate. 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. Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. Customer agrees to use Provider's SCP User Interface or utilize integration with Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project; (ii) any of Customer's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control.

INVOICING AND COMPENSATION:

Provider shall invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt. Provider shall pay Customer the commission percentage that Provider earns through the completion of Debit calls placed from Customer's Facilities as specified in the chart below. Provider reserves the right to deduct call credits from usage. Provider shall remit the commission for a calendar month to Customer on or before the 30th day after the end of the calendar month in which the Debit calls were made (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Discount Percentage
Lincoln County Sheriff's Office 404 Sinclair Dr. Davenport, WA 99122	28%

- 3. COMMISSARY ORDER BY PHONE. In addition to the Applications currently provided under the Agreement, Customer also shall implement Commissary Order by Phone.

DESCRIPTION:

Commissary Order by Phone allows an inmate to order and purchase commissary items using the inmate phone system by selecting an additional menu option on the phone system. The Customer's commissary operator provides an interactive voice response system ("IVR") and a speed-dial number (800#) into the commissary's IVR. The Customer hereby requests that the Provider work with its commissary operator identified below to set up and activate Commissary Order by Phone at the Facility named in the chart below:

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FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Commissary Operator
Lincoln County Sheriff's Office 404 Sinclair Dr. Davenport, WA 99122	Swanson Services Corporation

4. **CALLING RATES:** Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

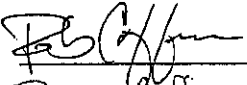
*All terms and conditions of the Agreement not amended by this Second Amendment remain in full force and effect.*

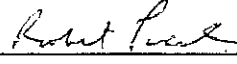
*All capitalized terms not defined herein shall have the meanings set forth in the Agreement.*

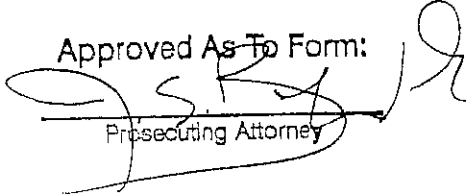
IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the Second Amendment Effective Date by their duly authorized representatives.

LINCOLN COUNTY SHERIFF'S OFFICE

SECURUS TECHNOLOGIES, INC.

By:   
Name: Rob Coffman  
Title: Commissioner, Chair  
Date: Sept. 4, 2012

By:   
Name: Robert Pickens  
Title: Chief Operating Officer  
Date: 9-18-12

Approved As To Form:  
  
Prosecuting Attorney

FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

This FIRST AMENDMENT (the "First Amendment") is effective as of the last date signed by either Party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement with an Effective Date of March 8, 2013 (the "Agreement"), by and between the Lincoln County Jail ("Customer" or "you") and Evercom Systems, Inc. ("Evercom" or "we").

WHEREAS, Customer desires and Evercom agrees to amend the Agreement to provide for the sale of Prepaid Calling Cards exclusively through Evercom; and

NOW, THEREFORE, as of the First Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. TERM.** This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Initial Term of the Agreement.
- 2. DESCRIPTION:** Upon receipt of your written request, we will provide you 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 Cards 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 you authorize us, we will deal with your third party commissary operator ("Commissary Operator") for the sole purpose of selling Prepaid Calling Cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for Prepaid Calling Cards sold to Commissary Operator on your behalf.
- 3. TAXES:** The face value of the Prepaid Calling Cards does not include any taxes or other fees. Provider will invoice Customer for each order of Prepaid Calling Cards. Customer agrees to pay invoice within thirty (30) days, including all applicable sales taxes and other regulatory charges. Customer may provide a Sales and Use Tax Resale Certificate to Provider stating that Customer will 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 Customer, Provider will not charge applicable sales taxes on Customer invoices for Prepaid Calling Cards purchases.
- 4. COMPENSATION:** The face value of the Cards less the applicable percentage specified in the chart below plus any applicable sales tax and shipping charges shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then we reserve 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. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the amounts owed exceed 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. All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless customer provides us a valid reseller's certificate before the time of sale.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Discount Percentage
Lincoln County Jail 404 Sinclair Dr. Davenport, WA 99122	28%

- 5. CALLING RATES:** Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

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All terms and conditions of the Agreement not amended by this First Amendment remain in full force and effect.

All capitalized terms not defined herein shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the First Amendment Effective Date by their duly authorized representatives.

LINCOLN COUNTY JAIL

EVERCOM SYSTEMS, INC.

By: Scott M. Hutsell  
Name: Scott M. Hutsell  
Title: Chairman, Commissioner  
Date: Dec. 6, 2010

By: Robert Pickens  
Name: Robert Pickens  
Title: Chief Operating Officer  
Date: 1-6-11

Approved As To Form:  
Ken Stankiewicz  
Prosecuting Attorney

This Master Services Agreement (this "Agreement") is by and between Lincoln County Jail ("Customer") and Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company, ("we," "us," or "Provider"). This Agreement shall be effective as of March 8, 2008 (the "Effective Date").

1. Applications. This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.

2. Use of Applications. You grant us the right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. 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, Customer's employees, agents or subcontractors.

3. Compensation. Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.

4. Term. The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is five (5) years thereafter. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days prior to the end of the then current term, this Agreement shall automatically renew for successive periods of one (1) year each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.

5. Service Level Agreement and Limited Remedy. We are committed to providing you with reliable, high quality Applications, and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. **THE SERVICE LEVEL AGREEMENT IS THE SOLE AND EXCLUSIVE REMEDY FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM 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.**

6. Software License. We grant you a personal, non-exclusive, non-transferable license (without the 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 we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use 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 we 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. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we 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, we will provide you with reasonable access to the records. We (or our 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) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our 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.

8. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all

recordings, and inmate e-mail messages; however you grant us 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 the 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.

9. Confidentiality. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection.

10. 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.

11. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the utilization of the Applications or System without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

12. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity 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 shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

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. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

14. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances other than those under our control related to the Facilities (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 our business; however, we shall not unreasonably exercise such right. Further, Customer 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.


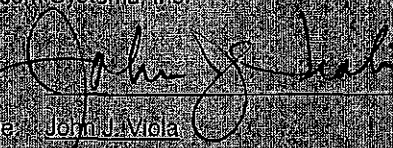
15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

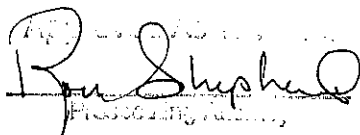
16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. 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 provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer 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 Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received prior to such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

CUSTOMER	PROVIDER
Lincoln County Jail	Evercom Systems, Inc
By: 	By: 
Name: <u>DENNIS D. BLY</u>	Name: <u>John J. Viola</u>
Title: <u>Chm Lincoln Co. Commissioner</u>	Title: <u>Vice President and General Manager</u>
Date: <u>12/17/07</u>	Date: <u>1-10-08</u>
Customer's Notice Address:	Provider's Notice Address:
400 Sinclair	14651 Dallas Parkway, Suite 600
Davenport, WA 99122	Dallas, Texas 75254
	Attention: General Counsel
	Provider's Payment Address:
	14651 Dallas Parkway, Suite 600
	Dallas, Texas 75254
	Attention: Accounts Receivable

 12-14-07  
President



This Schedule is between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and Lincoln County Jail ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

**CALL MANAGEMENT SERVICE**

**DESCRIPTION:**

Secure Call Platform: Secure Call Platform ("SCP") provides, through its centralized net centric, VOIP, digital transmitted system, automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP provides the capability to (a) monitor and record inmate calls, (b) mark certain numbers as private to disable the monitoring and recording function, (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We 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.

**COMPENSATION:**

Collect Calls. We will pay you commission (the "Commission") in the amount of the applicable Collect Commission Percentage (as specified in the chart below) of the applicable revenue base (as specified in the chart below) that we earn through the completion of collect calls placed from the Facilities. "Gross Revenue" means all charges billed by us relating to collect calls placed from the Facilities. Gross Revenue may be verified by the detailed call records maintained by us, 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 are excluded. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days prior to a Payment Date of any change in your payment address.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Type of Call Management Service	Collect Commission Percentage	Revenue Base for Calculation of Commission	Payment Address
Lincoln County Jail 400 Sinclair Davenport, WA 99122	SCP	28%	Gross	Same

**CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM**

**DESCRIPTION:**

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of \_\_\_ licensed users. Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

<b><u>WORKSTATION REQUIREMENTS</u></b>	
Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
<b><u>INTERNET ACCESS REQUIREMENTS</u></b>	

DSL or Cable Modem	Data Rate: 1.5 Megbits downstream and 384Kbits upstream, minimum <b>NOTE:</b> You are required and responsible for obtaining and installing anti-virus and firewall protection software for connectivity to and from the Internet.
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**SERVICE LEVEL AGREEMENT**

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. **CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY OPENWORKSTATION(S).**"

- 1. Outage Report; Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@Evercom.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, prior to any Technical Support outage. For your calls to Technical Support, the average monthly call answer time is generally 120 seconds or less, provided however, that we will endeavor (but will not be obligated) to achieve an average monthly call answer time of 30 seconds.
- 2. Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following four priority levels:

"Priority 1"	60% or more of the functionality of the System is adversely affected by the System Event
"Priority 2"	30%-59% of the functionality of the System is adversely affected by the System Event
"Priority 3"	5%-29% of the functionality of the System is adversely affected by the System Event
"Priority 4"	Less than 5% of the functionality of the System is adversely affected by the System Event

- 3. Response Times.** After receipt notice of the System Event, we will respond to the System Event within the following time periods with a 95% or greater rate of accuracy:

Priority 1	4 hours
Priority 2	12 hours
Priority 3	24 hours
Priority 4	36 hours

- 4. Response Process.** In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.
- 5. Performance of Service.** All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.
- 6. Escalation Contacts.** Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

10

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.
8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.
9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.
10. End-User Billing Services and Customer Care. Our Correctional Billing Services division will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

### VOICE MAIL

#### DESCRIPTION:

The Voice Mail application provides a secure, password protected communication vehicle for inmates and friends & family members. The application uses the existing phone system and all voice mail messages can be recorded and reviewed in the same manner as the phone services provided. The service can be terminated at will for particular inmates. No additional equipment is provided with this application.

#### COMPENSATION:

A \$1.50 transaction fee plus applicable taxes will be charged to the end-user for each message delivered.

## Exhibit A: Customer Statement of Work Lincoln County Jail (WA)

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and Lincoln County Jail ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the following equipment/Applications in connection with the services

**Equipment List**

- 3-way Detection
- Dual Tone Multi Freq Detection
- Positive Acceptance Detection
- True Number Validation
- Anywhere Acceptance
- Pre-Paid Calling Card
- Secure Call Platform
- Voice Mail
- Job Finder Services
- Covert Alert
- Crimetip
- Customer Support Centers
- In Field Technical Support
- Service Ticket Commisions Access
- Staff Training Services
- Technical Support Center
- Inmate Phone System
  - Adtran 908 Router 1
  - TOWERMAX DS/2 MODULEPROTECTS D1C 1
  - Lincoln County Jail 1
  - Allotted S-gate Licenses 5
  - SCN Storage 1 Year - Purge
- Telephone Equipment
  - 7042 (tall blue - 18" Handset) 4
- Job Finder
  - GX320 Desktop Small Form Factor 1
  - 17" LCD Monitor 1
  - PIX 501 1

**UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING IN THIS SCHEDULE, NO APPLICATIONS, EQUIPMENT, INSTALLATION AND SPECIAL REQUIREMENTS OTHER THAN THOSE STATED ABOVE WILL BE PROVIDED; NO ORAL AGREEMENTS OR STATEMENTS ARE BINDING.**

EXECUTED as of the Schedule Effective Date.

CUSTOMER	PROVIDER
Lincoln County Jail	Evercom Systems, Inc.
By: <i>Dennis D. Bell</i>	By: <i>John J. Viola</i>
Name: <i>Dennis D. Bell</i>	Name: <i>John J. Viola</i>
Title: <i>Shift Administrator</i>	Title: <i>Vice President and General Manager</i>

12



**SECURUS**<sup>TM</sup>

RECEIVED  
TECHNOLOGIES

December 7, 2010

2010 DEC 17 AM 9:59

Jo Borden  
Lincoln County Jail  
404 Sinclair  
Davenport, WA 99122

LINCOLN COUNTY SHERIFF  
Davenport, WA

Re: Evercom Systems, Inc. Name Change

Dear Jo Borden,

We are very pleased to inform you that Evercom Systems, Inc. is changing its name to **Securus Technologies, Inc.** This is a name change only. This is neither a merger nor a transfer of assets among companies. This name change will not affect the services you or inmate friends and family receive in anyway. You and friends and family will continue to work with the very same people at our company and there will be no change in any contact telephone numbers.

We have filed for all required document changes at both state and federal agencies. Over the next few weeks the "branding" of calls will be changed to the Securus name and, as we work with our billing agents, the name on customer bills will also be changed to the Securus name.

For your records, we have included a W-9 form for Securus Technologies, Inc. We recommend you retain this letter with your Evercom Systems, Inc. service contract as our official notice of our name change.

Should you have any questions, please feel free to contact your Securus Account or Territory Manager, Kris Aldeman, at 503-913-6118.

As always, we will continue to provide you and the inmates' friends and family members with the best service and as many programs as possible to assist in managing all calling activity.

Thank you,

Robert Pickens  
Chief Operating Officer  
Securus Technologies, Inc.