

**Master Services Agreement
Cuyahoga County (OH)
A004002**

This Master Services Agreement (this "Agreement") is by and between COUNTY OF CUYAHOGA, OHIO, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the date hereof, on behalf of its Sheriff's Department ("you" or "Customer" or "County") and Securus Technologies, Inc. ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the last date signed by either party (the "Effective Date").

Whereas, on May 18, 2015, the Customer issued Request for Proposal #32983 for Inmate Communication Systems and Inmate Financial Management Systems (the "RFP");

Whereas the Customer desires that Provider install an inmate telecommunication system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement and the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 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 and the RFP are hereby 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 the RFP, the terms of this Agreement shall govern. 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 exclusive 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 have the first right and option to be the sole and exclusive provider of existing and any future inmate related communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and inmate software applications (e.g., automated grievance filing system, law library, etc.) at all existing and future correctional facilities under the authority of Customer in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors; provided, however, that Provider's pricing for such services shall not exceed any pricing obtained by the County from any other provider. In the event that Provider is unable or unwilling to provide the services requested by Customer, Customer may procure such services from another source.
- 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 eight (8) years thereafter with the option to extend the term of the Agreement for two (2) years in the sole discretion of Customer. 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 SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. EXCEPT AS SET FORTH HEREIN AND IN THE APPLICABLE SERVICE LEVEL AGREEMENT, 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 NON-INFRINGEMENT

RECEIVED

BY:

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, maintenance, 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. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. 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 (excepting recorded communications, for which you retain ownership) 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, to the extent permitted by law, 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 maintain and provide you with reasonable access to all such 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 the sole 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 and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider, subject to applicable laws. 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. Claims. To the fullest extent allowed by applicable law, each party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement.

Furthermore, 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. Provider agrees to install and implement the Inmate Telephone System according to the law governing Provider, the instruction it receives from Customer as to Customer's requirements under the law, and according to Customer's facility's demographics.

11. Insurance.

(A) Provider shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Agreement.

- (i) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

If Provider has employees working outside of Ohio, Provider shall provide Worker's Compensation Insurance as required by the applicable state and federal laws including Employers' Liability coverage with limits of liability not less than:

- \$1,000,000 each accident for bodily injury by accident;
- \$1,000,000 each employee for bodily injury by disease;
- \$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(ii) **Commercial General Liability Insurance** with limits of liability not less than:

- \$1,000,000 each occurrence bodily injury & property damage;
- \$1,000,000 personal & advertising injury;
- \$2,000,000 general aggregate;
- \$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(iii) **Cyber Risk Insurance** for all vendors who provide software development and installation, or the storage of, hosting of, use of or access to Customer data. This coverage shall respond to privacy and network security liability claims with limits of liability not less than:

- \$3,000,000 per claim
- \$3,000,000 aggregate

(iv) **Technology Professional /Errors & Omissions Liability Insurance** for all vendors who provide IT professional technology services and products (including, but not limited to, IT consultants, software developers, web developers and designers, data processing, and internet/media publishers). This coverage shall respond with limits of liability not less than:

- \$1,000,000 per claim;
- \$2,000,000 aggregate.

This coverage shall extend protection for economic loss of a third party arising from: (1) failure of the vendor's product to perform as intended or expected, and (2) acts, errors, or omissions committed by the in the performance of its services.

(B) Insurance Coverage Terms and Conditions

(i) The insurance policies of Provider required for this Agreement shall:

1. Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers Compensation, All Risk Equipment Insurance, Professional Liability/Errors & Omissions Insurance and Technology Professional/Errors & Omissions Insurance.
2. Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County; and
3. Be primary and not in excess or contingent on any other basis; and
4. The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:
 - a. "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability"; and/or
 - b. "Waiver of subrogation in favor of the County."
5. The insurance required for this Agreement shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.
6. The terms of this Agreement shall be controlling and shall not be limited by any insurance policy provision.
7. **High-risk activities** may require higher insurance limits.
8. These insurance provisions shall not affect or limit the liability of Provider stated elsewhere in this Agreement or as provided by law.

9. Provider shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Agreement.
10. The Customer reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the Customer.
11. Where coverages are made on a claims made basis, the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Agreement.
12. Provider shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the Customer shall not constitute a waiver of any rights of the parties under this Agreement.

(C) Each party agrees to provide the other party with reasonable and timely written notice of any claim, demand, or cause of action made or brought against that party arising out of or related to the utilization of the Applications and the System in which the other party is brought in as a co-defendant in the Claim, and such party shall have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within its sole and exclusive discretion. Each party agrees not to compromise or settle any claim or cause of action arising out of or related to the use of the Applications or System without the other party's prior written consent, and each party is required to assist the other party with its defense of any such claim, demand, or cause of action.

12. Indemnification.

(a) Notwithstanding any other provision of this Agreement, Provider hereby indemnifies, defends and holds harmless the Customer and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorneys' fees and other costs of defense), of any nature, kind or description, that result from (i) the negligent acts or omissions of Provider, or (ii) breach or default by Provider under any terms or provisions of this Agreement.

(b) Provider acknowledges that, as an Ohio political subdivision, the Customer does not indemnify any person or entity. Provider agrees that no provision of this Agreement or any other contract or agreement between Provider and the Customer may be interpreted to obligate the Customer to indemnify or defend Provider or any other party.

(c) Provider will release, protect, indemnify, defend, and hold Customer and its officials, officers, employees, agents, representatives, departments, agencies, boards, and commissions (collectively the "Indemnified Parties") harmless from and against any claims of infringement of the intellectual property rights by any third parties against an Indemnified Party based on the System, the Applications or any service provided under this Agreement. Any defense will be at the Provider's sole cost and expense. Further, Provider will indemnify the Indemnified Parties for any liability resulting from any such claims, demands, or suits, as well as hold the Indemnified Parties harmless for Provider's liability, losses, and damages resulting from such. Customer agrees to give Provider notice of any such claim as soon as reasonably practicable and to allow Provider to control the defense of any such claim. If a claim of infringement is made, or if Provider reasonably believes that an infringement or similar claim that is pending actually may succeed, Provider will do one of the following four things as soon as reasonably possible to avoid or minimize any interruption of Customer's business:

- (i) Modify the offending application so that it is no longer infringing but provides substantially the same functionality as before the modification;
- (ii) Replace the offending application with an equivalent or better offering;
- (iii) Acquire the right for Customer to use the infringing application as it was intended for Customer to use under this Agreement; or
- (iv) Terminate the infringing application and refund the amount Customer paid for the application and the amount of any other service that requires the availability of the infringing application for it to be useful to Customer.

Provider's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement by either party for any reason.

13. Default and Termination.

(a) 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.

(b) Upon expiration, termination or cancellation of this Agreement, Provider shall work with Customer and the incumbent provider to ensure an orderly transition of services and responsibilities under this Agreement and to ensure continuity of services required by Customer, including providing Customer with call detail records (CDRs), call recordings, video visitation, and such other documentation, reports and data developed or received as part of this Agreement in an industry standard format, subject to the designated storage retention requirements.

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. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE LIMITS OF THE INSURANCE COVERAGES REQUIRED UNDER IN THIS AGREEMENT.

15. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon one hundred twenty (120) days advance written notice if circumstances outside 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.

16. 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.

17. 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.

18. 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.

19. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

20. County Code. All County contracts, including this Agreement, are subject to all applicable laws adopted in the Cuyahoga County Code, including but not limited to Title IV: Ethics, and Title V: Contracts and Purchasing. The Cuyahoga County Code and enacted County ordinances are available at <http://code.cuyahogacounty.us>.

21. Ethics Requirements. The Provider agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by the Provider. The Provider shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspector General's website may be found at <http://inspectorgeneral.cuyahogacounty.us>.




22. Debarment. Notwithstanding any provision herein to the contrary, in the performance of any of Provider's obligations herein, Provider shall not use or subcontract any individual or entity (including any entity that is owned or controlled by any individual) which is the subject of a debarment or suspension hearing or has otherwise been debarred or suspended by the County or any other governmental entity from performing work or services for the County.

23. County Policies. The Provider agrees to comply with all policies and procedures of the County including, without limitation, security protocols of the County Sheriff's Department.

24. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. 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 before 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. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. 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.

25. ELECTRONIC SIGNATURE. THE PROVIDER AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING CUSTOMER SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE CUSTOMER TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. THE PROVIDER ALSO AGREES ON BEHALF OF THE FOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> Cuyahoga County, Ohio</p> <p>By: </p> <p>Name: Armond Budish Title: County Executive Date: <u>9/6/16</u></p> <p><u>Customer's Notice Address:</u> 1215 West 3rd Street Cleveland, Ohio 44113</p> <p>With a copy to: Cuyahoga County, Ohio Attn: Law Director 2079 E. 9th Street, 7th Floor Cleveland, Ohio 44115</p> <p>Approved as to legal form and correctness by Cuyahoga County Department of Law. By: </p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: </p> <p>Name: Robert Pickens Title: President Date: <u>8-11-16</u></p> <p><u>Provider's Notice Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel Phone: (972) 277-0300</p> <p><u>Provider's Payment Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: Accounts Receivable</p>
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Please return signed contract to:

**14651 Dallas Parkway, Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300**

**Schedule
Cuyahoga County (OH)**

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and COUNTY OF CUYAHOGA, OHIO, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the date hereof, on behalf of its Sheriff's Department ("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 SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to do the following: (a) monitor and record inmate calls, (b) prevent monitoring and recording of private calls (i.e., attorney client calls, clergy calls, or other calls as approved and implemented by you); private number settings allow you to mark these calls not to be monitored or recorded, and you are solely responsible for identifying, approving and disabling requests for private treatment; (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") based on the Gross Revenues that we earn through the completion of collect calls, excluding interstate calls, placed from the Facilities as specified in the chart below. "Gross Revenues" shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. 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 chart below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

Signing Bonus. On the first day of the month following the installation of the System, we will pay you a signing bonus in an amount equal to \$1,000,000.00. Thereafter, within thirty (30) days after the first anniversary of the Schedule Effective Date, we will pay you a second and final bonus payment in an amount equal to \$1,000,000.00. If the Agreement is terminated for any reason before the end of the Initial Term, then you will refund to us an amount equal to the 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 plus interest on the prorated amount in the amount of the lower of (a) six percent (6%) per annum and (b) the maximum rate allowed by law. You shall pay any such refund within sixty (60) days after any such termination, or at our election, we may deduct the refund from any Commission that we owe you. All Signing Bonus payments shall be final and binding upon you, unless we receive written objection within sixty (60) days after the Signing Bonus payments have been paid to you.

Minimum Annual Guarantee ("MAG"). Notwithstanding anything to the contrary herein, Customer's MAG commissions and other payments made to Customer under the Agreement will not fall below \$2,000,000.00 during each of the first and second twelve (12) months after installation of the System; provided, however, that this MAG amount is based upon average daily inmate population ("ADP") and revenue estimates provided in part by Customer, and accordingly, if there are any material variances in ADP or revenue from such estimates, Customer, in good faith, will allow us to renegotiate the MAG. On the first day of the month following installation of the System, we will pay you the first \$2,000,000.00 MAG in full, and commencing the first day of the second year MAG, we will pay the MAG in monthly installments of \$166,666.00 per month. Within 60 days after the first and second twelve-month periods during the term of the Agreement, we will remit to you any actual Commission earned for the relevant period in excess of the MAG, subject to the repayment obligations set forth below. After the second twelve-month period and for remaining periods, the Commissions and other payments shall be paid to Customer as earned. All MAG payments shall be final and binding upon you, unless we receive written objection within sixty (60) days after the MAG has been paid to you.

Technology Grant. On the first day of the month following the Effective Date, we will fund, on your behalf, the one-time installation price of the XJail Jail Management System in an amount of up to \$500,000.00 and the Annual Maintenance and Support for Years 1 and 2 in an amount of up to \$98,000.00 per year for a total of \$696,000.00 ("Technology Grant"). During the third twelve-month period and for remaining periods, the Technology Grant shall be repaid through monthly Commission deductions, until paid in full. Further, the Annual Maintenance and Support will be paid when due through monthly Commission deductions until paid. Notwithstanding, if the Agreement is terminated for any reason before the end of the Initial Term, you will refund to Provider any amount remaining unpaid for the relevant period. You will pay such refund within sixty (60) days after any such termination, or at our election, we may deduct the refund from any Commission that we owe you.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address*	Type of Call Management Service	Commission Percentage**	Revenue Base for Calculation of Commission	Commission Payment Address
Cuyahoga County Justice Center 1215 West 3 rd Street Cleveland, OH 44113	SCP	70%	Gross Revenues	Cuyahoga County Sheriff's Department 1215 West 3 rd Street Cleveland, OH 44113
Cuyahoga County Juvenile Justice Center 9300 Quincy Avenue Cleveland, OH 44106	SCP	70%	Gross Revenues	Cuyahoga County Sheriff's Department 1215 West 3 rd Street Cleveland, OH 44113
Euclid City Jail 545 E. 222 nd Street Euclid, OH 44123	SCP	70%	Gross Revenues	Cuyahoga County Sheriff's Department 1215 West 3 rd Street Cleveland, OH 44113

*The Agreement shall extend to any facility managed or overseen by the Cuyahoga County Sheriff's Department.

**The designated Commission percentage is contingent upon Customer's implementation of all products and payment methods described herein (except for investigative and inmate debit features, which may take longer to implement) within one hundred eighty (180) days of the Effective Date (unless actions of Provider render such implementation within that timeframe impossible, in which case such implementation will be effected as soon as reasonably practicable). Should the Customer fail to implement all such products and payment methods (except for investigative and inmate debit features, which may take longer to implement) within one hundred eighty (180) days of the Effective Date, the commission percentage is subject to renegotiation.

**Notwithstanding anything to the contrary contained in the 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).

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 with prior notice to the Customer ("Compatible Equipment"). 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.

WORKSTATION REQUIREMENTS	
Processor	2 gigahertz (GHz) or higher processor
Operating System	Windows XP*, Windows Vista, Windows 7
Browser	Internet Explorer 8, 9 or 10 (or accessible via IOS or Android devices)
Memory	At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory
Drive	CD-RW or DVD-RW drive
Display	Super VGA (1,024 x 768) or higher resolution video adapter
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	High speed internet access (dial up is not supported)
Installed Software	Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework 4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quick Time 7 or newer, Windows Media Player, Antivirus, WinZip or other zip utility

**XP Media center edition not supported*

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@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.
- 2. Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

"Priority 1"	30% or more of the functionality of the System is adversely affected by the System Event.
"Priority 2"	5% - 29% of the functionality of the System is adversely affected by the System Event.
"Priority 3"	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. Response Times. After receipt of notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 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 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 which is outside the scope of the RFP 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.

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a technician 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 Securus Correctional Billing Services department 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 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website www.securustech.net, by email at CustomerService@securustech.net, and by facsimile at 972-277-0714. 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, MoneyGram or Western Union transfer).

INMATE 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 will also allow inmate friends and family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by friends and 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	Debit Commission Percentage*
Cuyahoga County Justice Center 1215 West 3 rd Street Cleveland, OH 44113	70%
Cuyahoga County Juvenile Justice Center 9300 Quincy Avenue Cleveland, OH 44106	70%
Euclid City Jail 545 E. 222 nd Street Euclid, OH 44123	70%

***Notwithstanding anything to the contrary contained in the 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).**

PREPAID CALLING CARDS

Prepaid Calling Cards will be made available in the interim until Inmate Debit is implemented.

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.

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 the invoice within sixty (60) days, including all applicable sales taxes and other regulatory charges where applicable. 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.

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
Cuyahoga County Justice Center 1215 West 3 rd Street Cleveland, OH 44113	70%*
Cuyahoga County Juvenile Justice Center 9300 Quincy Avenue Cleveland, OH 44106	70%*

Euclid City Jail 545 E. 222 nd Street Euclid, OH 44123	70%*
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* Less the applicable percentage reduction attributable to interstate calling revenue to comply with FCC regulations regarding interstate calling

VOICE BIOMETRICS™

Voice Biometrics™ provides validation of inmate personal identification numbers (PINs) through voice verification technology for purposes of improved security and reduced potential of fraud and consumer harassment by inmates.

THREADS™

DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Customer's use of THREADS™ is governed by and conditioned upon the terms set forth herein.

COMMUNITY FEATURE:

Customer has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. Customer acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

THREADS™ TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the THREADS™ application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the THREADS™ application.
2. Customer acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of the applicable retention period required by Customer's retention schedules.
3. Customer understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "**AS IS**." Customer further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its sole discretion that the THREADS™ application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the THREADS™ application and shall have no further liability or responsibility to Customer with respect thereto.

LOCATION BASED SERVICES

DESCRIPTION:

Securus' Location Based Services ("LBS") provides Customer with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Securus device by an inmate confined at a Customer Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by Customer. When a mobile device user's prior approval is required by law for MLD to be provided to Customer, such approval will be obtained in accordance with wireless carrier-approved disclosure and opt-in processes. LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. Customer's use of LBS is governed by and conditioned upon the terms set forth herein.

LBS TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Location-Based Services application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use by Customer of the Location-Based Services application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Location-Based Services application.
2. Customer acknowledges that the information available through the Location-Based Services application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to Location-Based Services to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the Location-Based Services application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Location-Based Services application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the Location-Based Services application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.
3. Customer understands and acknowledges that all information used and obtained in connection with the Location-Based Services application is "**AS IS**." Customer further understands and acknowledges that Location-Based Services uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the Location-Based Services application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Location-Based Services application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the Location-Based Services application. Moreover, if Provider determines in its sole discretion that the Location-Based Services application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Location-Based Services application and shall have no further liability or responsibility to Customer with respect thereto.

CALLING RATES

Provider shall charge inmates at rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country. As of the date of this Agreement, Provider agrees to charge inmates at calling rates set forth below; provided, however, that such rate may be adjusted in accordance with changes to state and federal regulatory requirements with the prior approval of the Cuyahoga County Sheriff's Department; *provided, further*, County understands that Provider's provision of the services are subject to certain federal, state and 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.

Destination Class	Customer Type	1st Minute	Per Minute
Local	Collect (Direct Bill)	\$0.3500	\$0.2400
IntraLATA Intrastate	Collect (Direct Bill)	\$0.3500	\$0.2400
InterLATA Intrastate	Collect (Direct Bill)	\$0.3500	\$0.2400
InterLATA Interstate	Collect (Direct Bill)	\$0.2500	0.2500
IntraLATA Interstate	Collect (Direct Bill)	\$0.2500	0.2500
Local	AdvanceConnect	\$0.3500	\$0.2400
IntraLATA Intrastate	AdvanceConnect	\$0.3500	\$0.2400
InterLATA Intrastate	AdvanceConnect	\$0.3500	\$0.2400
InterLATA Interstate	AdvanceConnect	\$0.2100	\$0.2100
IntraLATA Interstate	AdvanceConnect	\$0.2100	\$0.2100
Local	Debit	\$0.3500	\$0.2400
IntraLATA Intrastate	Debit	\$0.3500	\$0.2400
InterLATA Intrastate	Debit	\$0.3500	\$0.2400
InterLATA Interstate	Debit	\$0.2100	\$0.2100
IntraLATA Interstate	Debit	\$0.2100	\$0.2100

Plus applicable taxes and other governmental fees. International rates vary by country.

AUTOMATED INFORMATION SERVICES

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 services offering 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, and Provider agrees to pay Customer a percentage of the fee paid to Provider as specified in the chart below ("AIS™ Jail Voicemail Payment"). AIS™ Jail Voicemail is not subject to any other compensation.

Facility Name and Address	AIS™ Jail Voicemail Payment
Cuyahoga County Justice Center 1215 West 3 rd Cleveland, OH 44113	20% for paid voicemails in excess of 1 paid voicemail per ADP per month (up to 1.5 paid voicemails per ADP) 50% for paid voicemails in excess of 1.5 paid voicemails per ADP per month
Cuyahoga County Juvenile Justice Center 9300 Quincy Avenue Cleveland, OH. 44106	20% for paid voicemails in excess of 1 paid voicemail per ADP per month (up to 1.5 paid voicemails per ADP) 50% for paid voicemails in excess of 1.5 paid voicemails per ADP per month
Euclid City Jail 545 E. 222 nd Street Euclid, OH 44123	20% for paid voicemails in excess of 1 paid voicemail per ADP per month (up to 1.5 paid voicemails per ADP) 50% for paid voicemails in excess of 1.5 paid voicemails per ADP per month

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.

VIDEO VISITATION

In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to this Agreement, Provider will deploy a Video Visitation System at the Facility(s) during the Term of the Agreement as more fully set forth in the Video Visitation Schedule, attached hereto and incorporated herein by reference.

CONNECTUS INMATE SERVICE PLATFORM

Provider will install and provision the Provider's ConnectUs Inmate Service Platform, which shall be configured with the applications set forth in the Schedule for ConnectUs Inmate Service Platform, attached hereto and incorporated herein by reference.

JAIL MANAGEMENT SYSTEM

In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to this Agreement, Provider will deploy Provider's Archonix XJail Jail Management System in accordance with the Software License, Maintenance and Support Agreement executed by and between Provider and Customer on even date herewith.

JPAY

In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to this Agreement, Provider will deploy trust release, lobby kiosks and tablets through its wholly owned subsidiary, JPay, in accordance with a separate agreement to be executed by and between JPay and Customer.

**Exhibit A: Customer Statement of Work
Cuyahoga County (OH)**


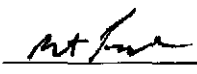
This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and Cuyahoga County Sheriff's Department ("you" or "Customer"). The terms and conditions of said Agreement are incorporated 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 equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, and call recordings shall be stored online for a minimum period of one (1) year and certain call recordings shall be stored offline for a longer period as may be directed and flagged by Customer. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

C. **Full-time Technician.** We will provide one (1) dedicated full-time technician to support the inmate telephone and video visitation systems.

EXECUTED as of the Schedule Effective Date.

CUSTOMER: Cuyahoga County, Ohio By:  Name: Armond Budish Title: County Executive	PROVIDER: Securus Technologies, Inc. By:  Name: Robert Pickens Title: President
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Please return signed contract to:

**14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300**

SECURUS

Technologies

connecting users matters

Schedule: SECURUS VIDEO VISITATION Cuyahoga County (OH)

This Securus Video Visitation Schedule is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider" or "Securus") and COUNTY OF CUYAHOGA, OHIO, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the date hereof, on behalf of its Sheriff's Department ("you" or "Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

In addition to the Applications otherwise being provided to Customer pursuant to the Agreement, Provider shall deploy a Video Visitation System as specified in Attachment 1 at the Facility(s) named in the chart below during the Term of the Agreement.

TERMS:

The parties acknowledge that Securus Video Visitation sessions shall be limited to a twenty (20) minute session, and that a session charge of up to \$12.99, plus applicable taxes/fees/surcharges, will apply to each remote Video Visitation session; provided, however, that Provider reserves the right, at its sole option, to (i) offer promotional pricing for as low as \$5.00 per session, (ii) offer monthly flat rate subscription services, which would allow for unlimited monthly remote visits (certain restrictions may apply), and (iii) to extend the duration of visitation sessions. If Customer wishes to offer free sessions for any reason other than as allowed pursuant to the Agreement, a session charge of \$12.99 per session, plus applicable taxes/fees/surcharges, will apply and will be deducted from the earned Commissions. As used herein, "remote" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a terminal located on Customer's premises where the inmate is located.

Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) unless otherwise prohibited by Customer's telephone service contract, add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants (provided that there shall be no charge for any time devoted to such promotion); and (c) issue a joint press release regarding the execution of this agreement by both parties. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at www.securustech.net.

If applicable, all recorded Video Visitation sessions will have a standard retention of thirty (30) days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within thirty (30) days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after thirty (30) days. Further, it is Customer's sole responsibility to (i) establish and communicate its policies regarding the monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide for appropriate accommodations to allow for non-recorded visits, as necessary.

PAYMENT OPTIONS:

The upfront and recurring operational costs for the deployment, management and support of the Video Visitation System are set forth in Attachment 1 (the "upfront costs"). Customer, at its option, may either elect to pay the upfront costs itself or have Provider pay the upfront costs by choosing one of the following options (place a check ("v" or "X") next to option selected):

- Option 1:** Customer elects to pay all of the upfront costs set forth in Attachment 1 hereto. By choosing this option, the four additional requirements listed under Option 2 shall not apply.

Option 2: Customer elects to have Provider pay the upfront costs set forth in Attachment 1. By choosing this option, Customer agrees to implement the following additional requirements (which are designed to (i) maximize the full utilization of the Video Visitation System at the Facility(s), (ii) assist Customer in maximizing the scheduling System Software, (iii) improve and automate manual visitation processes, (iv) increase officer safety, (v) maximize the options to the inmates and public to conduct visitation, and (vi) thus allow Provider to recover the upfront costs over time):

1. Customer agrees that Video Visitation must be available for paid remote sessions seven (7) days a week for a minimum of eighty (80) hours per Video Visitation terminal per week; provided, however, that such minimum availability shall be adjusted for any downtime of the system and Customer shall not be responsible to make up for any downtime.
2. Customer shall allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
3. All on-site Video Visitation sessions shall be required to be scheduled at least 24 hours in advance, where practicable.

COMPENSATION: (Paid Remote Video Visitation Only)

Video visitation is not an FCC regulated telecom service; accordingly, in exchange for Customer allowing Provider to utilize Customer's property and wiring for placement of video visitation terminals, Provider agrees to pay Customer a percentage of the session charges paid to Provider, excluding applicable taxes/fees/surcharges, for Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Payment"). Provider reserves the right to deduct Video Visitation session credits from revenue upon which payments to Customer are calculated. Provider shall remit the Video Visitation Payment for a calendar month to Customer on or before the 30th day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All Video Visitation 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*	Type of Video Visitation	Video Visitation Payment (Paid Remote Video Visitation Only)**
Cuyahoga County Justice Center 1215 West 3 rd Street Cleveland, OH 44113	Remote Paid	20% for paid visits in excess of 1 paid visit per ADP per month (up to 1.5 paid visits per ADP) 50% for paid visits in excess of 1.5 paid visits per ADP per month
Cuyahoga County Juvenile Justice Center 9300 Quincy Avenue Cleveland, OH 44106	Remote Paid	20% for paid visits in excess of 1 paid visit per ADP per month (up to 1.5 paid visits per ADP) 50% for paid visits in excess of 1.5 paid visits per ADP per month
Euclid City Jail 545 E. 222 nd Street Euclid, OH 44123	Remote Paid	20% for paid visits in excess of 1 paid visit per ADP per month (up to 1.5 paid visits PER ADP) 50% for paid visits in excess of 1.5 paid visits per ADP per month

* This Video Visitation Schedule shall extend to additional facility(s) managed or overseen by the Cuyahoga County Sheriff's Department, upon the mutual agreement of Customer and Provider.

** Excludes visits paid with a Video Visitation session credit. Once Provider has recouped its upfront capital investment, Customer shall be paid 20% for all paid visits up to 1.5 paid visits per ADP per month, and 50% for all visits greater than 1.5 paid visits per ADP per month.

Customer is responsible for all electrical installation, unless otherwise specified in Attachment 1.

WARRANTY: Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components. This warranty shall be conditional on Customer's compliance with the provisions of this Warranty section.

Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

When applicable, Provider shall provide the required replacement parts and components free of charge.


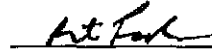
THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER WITH RESPECT TO A HARDWARE COMPONENT EXCEED THE UNIT PRICE OF THE DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

OWNERSHIP AND USE. The Video Visitation System and Software shall at all times remain Provider's sole and exclusive property. Provider (or Provider's 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 Provider's Applications, the Video Visitation System, and Provider's 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.



LEGALITY/LIMITED LICENSE AGREEMENT: For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Customer may utilize settings to disable the monitoring and recording function to prevent monitoring and recording of private sessions (i.e., attorney client privileged communications, clergy visits, etc.) which shall be Customer's sole responsibility to identify, approve and disable. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings 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 visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

IN WITNESS WHEREOF, the parties have caused this Video Visitation Schedule to be executed as of the Schedule Effective Date by their duly authorized representatives.

CUSTOMER: Cuyahoga County, Ohio By:  Name: Armond Budish Title: County Executive	PROVIDER: Securus Technologies, Inc. By:  Name: Robert Pickens Title: President
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4.3 Professional Responsibility. As between Customer and Provider, Customer assumes full responsibility for the use of information provided through the Application(s) for patient care. Clinical information, if any, in the Applications is intended as a supplement to, and not a substitute for, the knowledge, expertise, and judgment of professional personnel. Customer acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Provider disclaims liability for the use of any information provided by, or results obtained from, the Applications used by professional personnel. Provider, its affiliates and licensors, are not liable for actions of Customer or its authorized users, which may result in any liability due to malpractice or failure to warn. Provider provides no medical or other professional advice in connection with the Applications and the information contained therein. The parties acknowledge that a licensed professional is responsible for independently reaching any medical or other professional judgment and for any resulting diagnosis and treatments, notwithstanding any use of the Applications by such professional.

EXECUTED as of the Schedule Effective Date.

CUSTOMER: Cuyahoga County, Ohio By:  Armond Budish County Executive	PROVIDER: Securus Technologies, Inc. By:  Name: Robert Pickens Title: President
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SALES ORDER FORM

Securus Inmate Services Platform - Price List

Item	Description	Unit	Price	Qty	Total
Hardware	Video Visitation Terminals - Single Handset (Inmate)	One Time	\$ 4,000	140	\$ 560,000
	Video Visitation Terminals - Single Handset (Visitor)	One Time	\$ 4,000	0	\$ -
	Video Visitation Terminals - Dual Handset (Visitor)	One Time	\$ 4,250	35	\$ 148,750
	Mobile Cart, Including UPS Battery Backup	One Time	\$ 1,440	0	\$ -
Installation and Implementation	Networking Wiring	One Time	\$ 500	175	\$ 87,500
	Electrical Wiring*	One Time	\$ 1,500	0	\$ -
	Hardware Installation	One Time	\$ 500	175	\$ 87,500
	JMS and 3rd Party Vendor Integration**	One Time	\$ -	0	\$ -
	Software Application Setup:	One Time			
	- Securus Video Visitation Application	One Time	\$ 3,975	1	\$ 3,975
	- Inmate Forms Application (Grievance)	One Time	\$ 10,000	1	\$ 10,000
	- Inmate Handbook Application (.PDF)	One Time	\$ 3,975	1	\$ 3,975
	- Self-Op Commissary Ordering Application	One Time	\$ 3,975	1	\$ 3,975
	- Inmate Sick Form	One Time	\$ 3,975	1	\$ 3,975
	Securus Video Visitation Application	Recurring	\$ 250	175	\$ 43,750
Inmate Forms Application (Grievance)	Recurring	\$ 500	70	\$ 35,000	
Inmate Handbook Application (.PDF)	Recurring	\$ 250	70	\$ 17,500	
Self-Op Commissary Ordering Application	Recurring	\$ 250	70	\$ 17,500	
Inmate Sick Form	Recurring	\$ 250	70	\$ 17,500	
Annual Subscription & Hosting Fee	Annual Terminal Extended Hardware Maintenance	Recurring	\$ 500	175	\$ 87,500
	Recurring Telecom	Recurring	\$ 5,040	0	\$ -
	Recording Retention (30 days)	One Time	\$ 600	140	\$ 84,000
	On-Site Training (per day)	One Time	\$ 2,000	2	\$ 4,000
				Term:	8
				One-Time Cost	997,650
				Annual License & Maintenance Cost (per year)	218,750
				Total Cost:	\$ 2,747,650
				Securus Investment:	\$ -
				Customer Investment:	\$ 2,747,650

Misc.

* Customer responsible for electrical wiring

** Customer responsible for JMS/Commissary Integration Fees, if applicable

Securus will fund the upfront Total Cost of Customer's Investment. If the Agreement or any of the Services hereunder is terminated for any reason before the end of the Term, Customer will refund the prorated amount of the respective One-Time Cost as set forth in the chart above. Customer shall pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any payments owed to Customer by Provider.