

MASTER SERVICES AGREEMENT

This Master Services Agreement (hereinafter "Agreement") is made and entered into this 13 day of January, 2015 by and between Montgomery County Juvenile Court ("Detention Services") of the one part and Pay Tel Communications, Inc., a North Carolina Corporation ("Pay Tel") of the other part,

WHEREAS, Customer and Pay Tel desire to enter into a long term relationship pursuant to which Pay Tel will act as the exclusive agent and provider to Customer of certain equipment and services including the inmate telecommunications equipment set forth in Exhibit A (hereinafter sometimes "Services"); and

WHEREAS, Customer understands the financial commitment on the part of Pay Tel in providing and installing equipment associated with such Services and Customer agrees to cooperate and assist Pay Tel as set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations hereunder, the parties to this Agreement do hereby agree as follows:

1.0 AUTHORITY TO CONTRACT

1.1 Customer warrants that the person(s) signing this Agreement has/have obtained the requisite authority to authorize them to bind the entity having jurisdiction over the Premises and this authority is sufficient to bind Customer to agreements of the size and nature of this Agreement.

1.2 Customer further warrants that the person(s) signing this Agreement has/have the right to license the use of the Premises in accordance with the provision of this Agreement.

2.0 LOCATION

2.1 This Agreement is for Services at or connected to the premises at the location or locations described in Exhibit B attached hereto (the "Premises") except as set forth below.

3.0 TERM

3.1 The term of the Agreement shall commence upon the commencement of Services and shall continue for a period of five (5) years from that date. This Agreement shall be automatically renewed for successive two year (2) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 9.1 below.

3.2 During the original or any renewed term of this Agreement, Customer shall not allow any other party the right to supply the same or similar Services at the Premises. In addition, Customer acknowledges and agrees during the original or any renewed term of this Agreement that if Customer commences operations at any location other than the Premises described herein, Pay Tel shall have the exclusive right to provide Services at such new location(s) in accordance with the terms and conditions of this Agreement.

3.3 In connection with the provision of Services, Pay Tel shall have the exclusive right during the original or renewed term of this Agreement, to act as agent for the Customer solely with respect to the implementation of Services at the Premises to provide, for example,

telecommunications services. In this regard, Customer agrees that it will not authorize any party other than Pay Tel to act as its agent for the purposes of negotiating, obtaining, renewing, or terminating contracts or agreements relating to the installation, operation and provision of Services at the Premises.

4.0 COMMISSIONS

4.1 For purposes of commission calculations, Customer will not be responsible for any losses due to fraudulent calls. However, Customer agrees to assist Pay Tel in efforts to prevent losses and fraud and further agrees to aid in the prosecution of any perpetrators of fraudulent calls whether such perpetrators are inside or outside the Premises.

4.2 Pay Tel will make commission payments as set forth in Exhibit C. This Exhibit will be modified as but only to the extent there is a material change in the operation of the facility or the use of Services by the inmates. With regard to modifications, customer understands and agrees that material changes are not anticipated and that adjustments will be made if such material changes are either caused or allowed to occur by Customer.

4.3 Any commission contained in this Agreement is based on information provided by customer as well as the continued cooperation of customer and customer vendors whose services affect Pay Tel's ability to earn revenue for Customer and Pay Tel. The following list provides examples of items that can affect the generation of revenue for Customer and Pay Tel,

1. A sustained reduction in Inmate population.
2. Customer restriction of access to Pay Tel equipment and services during normal awake hours (except for temporary restrictions imposed for security or disciplinary purposes.)
3. Customer restriction of Pay Tel's ability to provide collect, pre-paid collect and debit or prepaid card calls.
4. Interference or lack of cooperation by Customer-selected vendors such as the Jail Management Software and/or Commissary companies that inhibit Pay Tel's ability to commence or fully implement the installation of its equipment or provision of services to enable real-time transfer of money for the purpose of debit calling,
5. The existence or implementation by Customer of alternative communication services that reduce the demand by inmates for Pay Tel's equipment and calling services, and
6. Any other action by Customer or Customer-selected vendors that unreasonably impede the use of Pay Tel equipment and Services by Inmates.

Customer understands and agrees that these or similar events may constitute material changes in the operation of the Premises and the information upon which Pay Tel reasonably relied in setting the commission percentage. In the event of a material change, Pay Tel and Customer will work together to reach a pro-rated adjustment to the commission percentage.

5.0 COOPERATIVE PURCHASING

Other County Boards, Sheriff's Offices, Regional Jail Authorities or Corrections Departments within the state of Ohio ("Similar Parties") may desire to obtain services as generally described in this agreement and may award a contract to Pay Tel. Pay Tel agrees to provide equivalent services to these Similar Parties. Exact terms may be adjusted as necessary to meet the unique requirements of each organization.

6.0 EQUIPMENT AND SERVICES PROVIDED BY PAY TEL

6.1 Pay Tel will provide, install and operate equipment at the Premises necessary to provide the Services set forth in Exhibit A attached hereto.

6.2 The placement of any equipment to be provided at the Premises will be determined by Pay Tel in consultation with the Customer and may be adjusted as necessary.

6.3 In the event that Pay Tel provides limited free call services, such services are to be afforded only for the limited purpose of calls to approved entities and in approved locations such as in the intake or holding area. Under no circumstances should free calls be allowed for any other purpose such as the allowance of inmate personal calls after the inmate booking process, except as required by law or ordinance. Paragraph 4.3 is incorporated into this paragraph by reference.

6.4 The parties acknowledge that the Agreement is subject to the provisions of governing state and federal law and regulations, and Pay Tel agrees to provide Services in full compliance with all applicable rules and regulations of the Federal Communications Commission and any applicable State regulatory agency. In the event that such laws or regulations conflict with or are inconsistent with the terms of this Agreement, the provisions of applicable law shall control and supersede the contrary provisions of this Agreement. Pay Tel will provide twenty (20) days prior written notice of any such required changes which shall be deemed incorporated into this Agreement by reference unless objected to in writing by Customer within twenty (20) days after receipt of notice, in which case Customer's objection will be resolved by application of the dispute resolution provision of Section 8.2.

6.5 All Services will be provided by Pay Tel at its expense.

6.6 Customer hereby authorizes Pay Tel to contact the local telephone company and any other necessary provider to facilitate the provision of Pay Tel Services. Customer will provide space and necessary utilities, including a dedicated 24-hour 120 volt electrical service line, to support the provision of Services. Pay Tel shall pay all charges imposed by any telephone company with respect to the Services.

6.7 Customer hereby grants to Pay Tel the exclusive right and authority to the extent necessary to contract with a long distance carrier to handle inmate long distance calls at the Premises. Pay Tel agrees to charge operator assisted rates for inmate phone calls that are equal to or less than the tariffed rates regulated by the Federal Communications Commission and any similar State agency.

6.8 Any equipment provided by Pay Tel hereunder associated with the operation of the Services is agreed by Customer to be the personal property of Pay Tel and not fixtures, and it is the express intention of both Customer and Pay Tel that such equipment is and shall continue to be personal property of Pay Tel. All equipment installed by Pay Tel at the Premises shall remain the property of Pay Tel. Upon termination of this Agreement for any reason including, without limitation, termination of this Agreement pursuant to Paragraph 8.1 hereof, Pay Tel shall have the absolute right to enter upon the Premises at any reasonable time to remove its equipment. Pay Tel shall repair any and all damage to the Premises by reason of removal of Pay Tel's equipment.

6.9 Pay Tel agrees to maintain its equipment in good operating condition, as further described in Exhibit D, herein. In order to do so, Pay Tel shall have the right during normal business hours to enter the Premises to perform necessary maintenance and repairs as well as for purposes of inventory control. To assist Pay Tel, Customer agrees promptly to notify Pay Tel of any malfunctions or loss of equipment.

6.10 Nothing herein shall require or obligate Pay Tel to perform maintenance or repairs to equipment that Pay Tel does not install or separately agree to repair or maintain.

6.11 Pay Tel agrees that its equipment will conform with all applicable local, state and federal requirements concerning the provision of Services to those with disabilities as defined by the Americans With Disabilities Act (hereinafter the "ADA"). Customer shall cooperate with Pay Tel to ensure compliance with all access requirements contained in applicable local, state and federal regulations relating to those with disabilities as defined in the ADA.

7.0 LIMITED LICENSE

This Agreement, among other things, applies to the provision of inmate telecommunications services including telephone calls and emails. Services generally include the monitoring, recording and archiving of calls and emails for use by law enforcement officials in accordance with all applicable laws. In order to allow such services, Customer hereby grants to Pay Tel a limited license to act under authority of Customer. Whether or not any call, email or other electronic information ("Electronic Data") is in Pay Tel's custody or control for any period of time, such custody and/or control shall be deemed under the authority of Customer's law enforcement personnel and any direction from Customer with respect to such Electronic Data to Pay Tel shall be done under a limited license to provide such data to law enforcement officials or to use for legitimate business purposes. Pursuant to this Agreement, Customer grants to Pay Tel a perpetual limited license to a) comply with requests submitted to Pay Tel by any representative of Customer; b) disclose electronic data or physical forms of such data to Customer's representatives; c) utilize such data in order to perform functions necessary to provide Services; d) monitor such data to prevent fraud; e) monitor such data for equipment quality control and maintenance purposes; f) use the data in connection with legitimate business purposes; and g) Pay Tel will notify Customer's designated administrative contact of any requests to Pay Tel from Law enforcement or other authorities as soon as is practically possible.

8.0 TERMINATION

8.1 Customer may terminate this Agreement only in the event that Pay Tel materially fails to perform its obligations under this Agreement. Customer shall be required to give written notice to Pay Tel of said failure in strict conformance with Paragraph 9.1 and Pay Tel shall have a minimum of thirty (30) business days to cure such alleged default. Notwithstanding this thirty (30) day cure provision, this period shall be extended for an additional ninety (90) days if such cure has begun and is being diligently pursued but cannot reasonably be effected within the initial thirty (30) day period.

8.2 In addition to disputes arising under Section 6.4, in the event that any state or federal legislative, regulatory, judicial or other legal action (a) materially affects any terms of this Agreement or the ability of Pay Tel to perform any terms of this Agreement, or (b) would make Pay Tel's compliance with its obligations under this Agreement, in Pay Tel's reasonable judgment, no longer economical or feasible, Pay Tel may provide written notice of such facts to Detention Services and the parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event negotiations are not resolved within forty-five (45) days of notice, either party may submit the dispute for resolution pursuant to the dispute resolution provisions of this Agreement or alternatively, Pay Tel may terminate this agreement on thirty (30) days' notice to Detention Services.

9.0 SUCCESSORS IN INTEREST

9.1 Customer agrees that Pay Tel shall have the right to assign this Agreement and that Pay Tel shall have the right to grant a security interest in this Agreement and in any of Pay Tel's equipment on the Premises including any and all telephones and their enclosures and/or pedestals, or other equipment associated with Pay Tel's Services. This Agreement shall be binding upon the successors and assignees of both Customer and Pay Tel, including, without limitation, any financial institution providing financial accommodations to Customer or Pay Tel.

10.0 MISCELLANEOUS PROVISIONS

10.1 All notices required to be given under this Agreement and the attached exhibits shall be sent to Pay Tel and to Customer addressed as shown on the signature page of this Agreement. Notices shall be sent by certified mail, return receipt requested. The date of receipt shall be deemed to be the date of giving such notice.

10.2 This written document, including Exhibit A, Exhibit B, Exhibit C, and Exhibit D shall constitute the entire understanding of the parties and all prior agreements and understandings are merged herein. This Agreement shall not be modified, changed or altered in any respect except in writing signed by Customer and Pay Tel.

10.3 This Agreement shall be construed in accordance with the laws of the State of Ohio.

10.4 In the event that any paragraph or part of the agreement is held to be void or unenforceable under any law or regulation, all other paragraphs and subparagraphs hereof shall be deemed severable and remain in full force and effect.

10.5 The plural number as used herein shall equally include the singular and the masculine, feminine, and neuter genders are interchangeable as required by context.

10.6 Any and all claims or disputes arising out of or relating to this Agreement or the breach thereof shall be decided by binding arbitration in accordance with the commercial rules governing arbitration of the American Arbitration Association. Venue for such arbitration shall be Greensboro, North Carolina unless otherwise agreed by the parties. At the conclusion of this arbitration, the award may be confirmed by order of any court having jurisdiction over the parties.

11.0 LIMITATION OF LIABILITY

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, PAY TEL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF ANY CAUSE OR CIRCUMSTANCE INCLUDING WITHOUT LIMITATION, LOSS OR CORRUPTION OF ELECTRONIC INFORMATION DUE TO BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER FAULT OR CIRCUMSTANCE. FURTHERMORE, PAY TEL'S LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED THE AMOUNT OF COMMISSIONS OTHERWISE DUE CUSTOMER DURING THE PERIOD IN QUESTION OR THE PRECEDING ONE YEAR PERIOD, WHICHEVER IS SHORTER.

This Agreement entered into as of the day and year first written above.

MONTGOMERY COUNTY JUVENILE
COURT

PAY TEL COMMUNICATIONS, INC.:

By: James D. Cole (Seal)

By: JAMES D. COLE (Printed)

Authorized Agent for Customer
COURT ADMINISTRATOR

Date: 1/15/15

Attest: Sandra E. Smith

Address: 380 West Second Street
Dayton, Ohio 45422

Phone: 937-225-4242

Fax: 937-496-7756

By: Vincent Townsend (Seal)

By: Vincent Townsend (Printed)

Date: 1/29/15

Attest: Wanda Hauder

Account Representative: Mike Bronson

Address: Post Office Box 8179
Greensboro, North Carolina 27419

Phone: 336-852-7419

Fax: 336-346-1127

EXHIBIT A

INMATE TELEPHONE SERVICE & EQUIPMENT

NOTE: Exact quantities will be finalized following award and a thorough site survey.

System Equipment Summary

Pay Tel Centralized Inmate Telephone System sized to support:

- Fully Automated Collect, Prepaid Collect and Debit Calling Options
- 12 Stainless Steel Inmate Telephone Instruments
- Telecommunications Device for the Deaf as needed to meet facility and ADA requirements
- Secure Access to ITS from County PCs and/or Laptops
- Sufficient redundant storage capacity to support 7 years of call detail records and recordings and 2 years of recordings

Site Equipment Listing (Quantities to be confirmed following site survey):

- Half size two post Equipment Racks
- Adtran TA-924 Communications Gateways
- Cisco ASA-5505 Adaptive Security Appliances
- Netgear JG5524 Ethernet Switches
- PC Smart-UPS 1500AV Uninterruptable Power Supplies
- 12 Stainless Steel Inmate Telephones with mounting plates
- Telephone Punch Down Blocks
- Cisco 2801 Integrated T-1 Services Router(s)
- 1 Minicom IV TDD Unit

EXHIBIT B

PROPERTY DESCRIPTION

The Premises which is the subject of this Agreement:

Montgomery County Juvenile Court Detention Center
380 West Second Street
Dayton, Ohio 45422

EXHIBIT C

RATES AND COMMISSIONS

Rates apply to Collect, Prepaid Collect and Debit/Debit Card Calls
Unless Otherwise Noted Below

Call Type	Per Call Charge	Per Minute Rate	Commission*
Local	\$1.85	\$0.15	20%
IntraLATA	\$1.85	\$0.15	20%
InterLATA	\$1.85	\$0.15	20%
Interstate	\$0.00	\$0.25 Collect \$0.21 Prepaid & Debit	N/A
International 10-Digits	\$0.00	\$0.25 Collect \$0.21 Prepaid & Debit	N/A
International Mexico	\$0.00	\$0.75	N/A
International Other	\$0.00	\$0.95	N/A

Commission*

20%

**In compliance with FCC regulations, commissions are paid only on calls placed within the state.*

EXHIBIT D

SERVICE COMMITMENT

Pay Tel will use its best efforts to satisfy its customer and will operate generally in accordance with the following:

Preventative Maintenance

Pay Tel commits to a proactive approach to service and support, including quarterly visits for preventative maintenance and routine repairs of phone instruments. If a service call is initiated prior to a scheduled site visit, the local technician may opt to perform preventative maintenance while on site following the repair activity.

Service Ticket Module Access

Including the ability to:

- a. Open a new ticket
- b. View status of open tickets
- c. View historical ticket information

Local Representation

All local technicians utilized for this project will be trained by Pay Tel and certified to perform all potential repairs associated with the proposed inmate telephone service.

On-Site Inventory of Spare Equipment

Pay Tel will provide and maintain on-site inventory of spare components to minimize the time to repair. Where possible, rack mounted spares will be pre-installed and ready to be swapped in the event of component failure.

Service Response Commitment

PAY TEL SERVICE ACTION LEVELS ROUTINE TELEPHONE INSTRUMENT REPAIR COMMITMENT

<u>Level</u>	<u>Definition</u>	<u>Commitment</u>
Minor Telephone Repair	Less than 20% of the phones in any given living unit or pod are in need of repair	Repair to be performed during next scheduled Preventative Maintenance (PM) Visit or as requested by Facility point-of-contact
Major Telephone Repair	20% or more of the phones in any given living unit or pod are in need of repair	Repair to be performed during special scheduled visit as requested by Facility point-of-contact**

*** Pay Tel reserves the option to combine specially scheduled Major Telephone Repair visits with upcoming preventative maintenance activity planned for later the same week.*

The following chart outlines the three Service Level Agreements for System Service Outages. Preventative Maintenance and Routine Phone Repair Commitments are addressed in a separate chart.

PAY TEL SERVICE ACTION LEVELS for ITS SYSTEM SERVICE OUTAGE

<u>Level</u>	<u>Definition</u>	<u>Time-Line</u>	<u>Commitment</u>	<u>Notification Intervals</u>
ALL	ALL Issues	<15 Minutes	Initial Response: to generate trouble ticket Assess Issue & Assign Severity Level	
1 – Minor	Less than 10% of the system is not responding	< 2 Hours No Later than Next Business Day No Later than Next Business Day	Follow-up Response: Diagnose problem, determine course of action and engage necessary resources On-site Commitment (when needed) Corrective Action Expectation	2 Hours 6 Hours 12 Hours Next Business Day
2 – Serious	Between 10% and 25% of the system is not responding	< 1 Hour <12 Hours <12 Hours <1 week	Follow up Response: Diagnose problem, determine course of action and engage necessary resources On-site Commitment (when needed) Corrective Action Expectation Post-event Report & action plan to avoid future issues of this kind (if applicable)	30 Minutes, 2 Hours 4 Hours 12 Hours
3 - Major	Over 25% of the system is not responding	< 30 Minutes <4Hours <4 Hours <1 week	Follow up Response: Diagnose problem, determine course of action and engage necessary resources On-site Commitment (when needed) Corrective Action Expectation Post-event Report & action plan to avoid future issues of this kind (if applicable)	30 Minutes 45 Minutes 2 Hours 4 Hours

*Note: On-site commitments may be adjusted as agreed or required by the designated County Contact.
(All times noted are measured from the time an issue is reported.)*

OPERATIONS CENTER PREVENTATIVE MAINTENANCE COMMITMENT

Routine Maintenance is the proactive work to address service enhancements, architecture modifications, infrastructure upgrades, and equipment replacement or reconfiguration.

Pay Tel will make every attempt to perform server maintenance at Pay Tel's corporate data center and disaster recovery site during our normal maintenance window of 1am thru 6am EST. If server maintenance will result in system downtime, facilities will be notified via a bulletin on the Administrator interface with a minimum of 24 hours notice under normal circumstances.

Pay Tel's Inmate Telephone Service System (ITS) has been designed to minimize service interruption and ensure a carrier class level of uptime. Through the use of 24/7 monitoring of all critical systems to the utilization of redundant equipment at every layer Pay Tel strives to provide a 99.999% service level to all of our customers.

Pay Tel commits to a proactive approach to service and support, including one visit per quarter for preventative maintenance and routine repairs of phone instruments. If a service call is initiated prior to a scheduled site visit, the local technician may opt to perform preventative maintenance while on site following the repair activity.

ON-SITE PREVENTATIVE MAINTENANCE COMMITMENT

Item	Description	Commitment
Preventative Maintenance	Pay Tel will schedule a Preventative Maintenance (PM) Visit to the Site a minimum of once per quarter to complete any open phone repairs and to inspect inmate telephones and related equipment as outlined in Pay Tel's Preventative Maintenance Checklist.	Scheduled PM Visit (minimum) once per quarter