

TECHNOLOGY CONTRACT: INMATE TELEPHONE AND VIDEO VISITATION

1. PARTIES

The parties to this contract (Contract) are the State of North Dakota, Information Technology Department in cooperation with the Office of Management and Budget State Procurement Office (STATE), and Securus Technologies, Inc. having its principal place of business at 14651 Dallas Parkway, Suite 600, Dallas, TX (CONTRACTOR).

2. COOPERATIVE PURCHASING STATE TERM CONTRACT

This contract is a cooperative purchasing contract established pursuant to North Dakota Century Code (NDCC) sections 54-44.4-13. This contract is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C. chapter 39-04.2, and the International Peace Garden. Participation in this open-ended contract is not mandated; therefore, the estimated volume of this contract is not known.

3. SCOPE OF SERVICES

CONTRACTOR, in exchange for the compensation paid by STATE under this Contract, shall provide inmate telephone, video visitation and additional services to the STATE in accordance with this Contract, which includes any Statements of Work, attachments and documents mentioned in Section 37 of this Contract.

CONTRACTOR will provide the services at the following STATE facilities:

- North Dakota State Penitentiary, 3100 Railroad Avenue, Bismarck, ND
- James River Correctional Center, 1800 48th Avenue SW, Bismarck, ND
- North Dakota State Hospital, 2315 Circle Drive, Jamestown, ND
- Missouri River Corrections Center, 2521 Circle Drive, Jamestown, ND

CONTRACTOR will participate, contribute, and collaborate with the STATE, led by the STATE's project manager, to develop a Statement of Work to implement additional telephones and video visitation equipment at STATE facilities.

The Statement of Work is due to be mutually accepted 30 calendar days from Contract execution.

4. COMPENSATION

a. Contractual Amount

Compensation provided to the STATE for services provided by CONTRACTOR under this Contract shall be paid according to the Compensation Details document attached as Exhibit B.

The Contractual Amount is firm for the duration of this Contract and constitutes the entire compensation due CONTRACTOR for performance of its obligations under this Contract regardless of the difficulty, materials or equipment required, including fees, licenses, overhead, profit and all other direct and indirect costs or expenses incurred by CONTRACTOR except as provided by an amendment to this Contract.

b. **Invoicing**

The final cost set forth on each invoice shall be equivalent to the cost for each deliverable or service as specified in the Scope of Work. CONTRACTOR shall not submit an invoice for any deliverable or service specified in the Scope of Work that STATE has not fully accepted.

CONTRACTOR shall invoice STATE on a monthly basis for Debit call usage less the applicable commission percentage specified in the chart below plus any applicable sales tax. The invoice will be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, CONTRACTOR reserves 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 unpaid invoice balance plus any accrued interest from any amounts owed to STATE by CONTRACTOR until CONTRACTOR is paid in full. STATE may provide a Sales and Use Tax Resale Certificate to CONTRACTOR stating that STATE shall be responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If CONTRACTOR receives a Sales and Use Tax Resale Certificate from STATE, CONTRACTOR shall not charge applicable sales taxes on STATE invoices.

c. **Payment**

Payment made in accordance with this Compensation section shall constitute payment in full for the services and work performed and the deliverables provided under this Contract and CONTRACTOR shall not receive any additional compensation hereunder.

STATE shall make payment under this Contract within thirty (30) calendar days after receipt of an approved invoice.

Payment of an invoice by STATE will not prejudice STATE's right to object to or question that or any other invoice or matter in relation thereto. CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by STATE not to constitute allowable costs, on the basis of audits conducted in accordance with the terms of this Contract. At STATE's sole discretion, all payments shall be subject to reduction for amounts equal to prior overpayments to CONTRACTOR.

For any amounts that are or will become due and payable to STATE by CONTRACTOR, STATE reserves the right to deduct the amount owed from payments that are or will become due and payable to CONTRACTOR under this Contract.

d. **Prepayment**

STATE will not make any advance payments before performance by CONTRACTOR under this Contract.

e. **Payment of Taxes by State**

STATE is not responsible for and will not pay local, state, or federal taxes. STATE sales tax exemption number is E-2001. STATE will furnish certificates of exemption upon request by CONTRACTOR.

f. **Taxpayer ID**

CONTRACTOR's federal employer ID number is: 75-2722144.

5. EQUIPMENT, MATERIALS, AND WORKSPACE – RESOURCES PROVIDED BY PARTIES

For periods during which the parties mutually agree that CONTRACTOR's assigned staff is on site:

- a. On site means correctional facilities as set forth in Section 3.
- b. STATE agrees to provide an adequate working space for the on-site technician at the ND State Penitentiary.
- c. Equipment and software for on-site CONTRACTOR personnel is to be provided by CONTRACTOR.

When STATE and CONTRACTOR agree that remote access to systems is required, STATE shall provide the necessary supervised remote access security to enable CONTRACTOR access to the appropriate STATE systems.

6. TERM OF CONTRACT

This Contract begins on the 1st day of November, 2016, and terminating on the 31st day of October, 2020.

a. No Automatic Renewal

This Contract will not automatically renew.

b. Extension Option

STATE reserves the right to extend this Contract for an additional period of time, not to exceed 12 months, beyond the current termination date of this Contract.

c. Renewal Option

STATE may renew this Contract upon satisfactory completion of the initial Contract term. STATE reserves the right to execute up to six (6) options to renew this Contract under the same terms and conditions for a period of 12 months each.

d. Renegotiation Option

In view of the fact that it is unknown how long the products and services will be used by STATE and that STATE will require ongoing maintenance and support of the products for as long as the system is operational, therefore after completion of the initial term of this Contract including any extensions and renewals, STATE and CONTRACTOR may renegotiate this Contract upon mutual agreement of the parties.

7. TERMINATION

a. Termination by Mutual Agreement

This Contract may be terminated by mutual consent of both parties executed in writing.

b. Early Termination in the Public Interest

STATE is entering into this Contract for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly and Courts. If this Contract ceases to further the public policy of the State of North Dakota, STATE, in its sole discretion, by written notice to CONTRACTOR, may terminate this Contract in whole or in part.

c. **Termination for Lack of Funding or Authority**

STATE, by written notice to CONTRACTOR, may terminate the whole or any part of this Contract under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. **Termination for Cause.**

STATE may terminate this Contract effective upon delivery of written notice to CONTRACTOR, or any later date stated in the notice:

- 1) If CONTRACTOR fails to provide services required by this Contract within the time specified or any extension agreed to by STATE; or
- 2) If CONTRACTOR fails to perform any material provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms.

The rights and remedies of STATE provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

- e. CONTRACTOR will fund the upfront Total Cost of STATE'S Investment as set forth in Exhibit C. Notwithstanding anything in this Contract to the contrary, if the Contract is terminated for any reason other than for lack of funding or authority (as defined in Subsection C above) or Cause (as defined in Subsection D above) before the end of the initial Term, the STATE will refund the prorated amount of the Total Cost of the Video Visitation system as set forth in Exhibit C. CONTRACTOR will provide the STATE an itemized statement of the prorated amount. STATE shall pay such refund within 90 days after such termination, or, at CONTRACTOR'S election, CONTRACTOR may deduct the refund from any commission owed to STATE.

8. SUSPENSION FOR CONVENIENCE

STATE shall have the right at any time to order the services of CONTRACTOR fully or partially stopped for STATE's own convenience. STATE shall provide CONTRACTOR written notice of the reason for and duration of the suspension. The schedule shall be delayed on a day-for-day basis to the extent STATE has issued a stop work order to CONTRACTOR and such stop work order is causing delays in completing services in accordance with the schedule. CONTRACTOR shall have the right to submit claims in accordance with the terms of this Contract as a result of stop work orders issued under this section.

9. FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by fire, riot, terrorism, acts of God or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

10. INJUNCTIVE RELIEF

CONTRACTOR shall immediately report to STATE any and all unauthorized disclosures or uses of STATE's Confidential Information or Proprietary Information of which CONTRACTOR or its staff is aware or has knowledge. CONTRACTOR acknowledges that any unauthorized publication or disclosure of STATE's Confidential Information or Proprietary Information to others may cause immediate and irreparable harm to STATE. If CONTRACTOR should publish or disclose such Confidential Information or Proprietary Information without authorization, STATE shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. CONTRACTOR shall indemnify, defend, and hold harmless STATE from all damages, costs, liabilities, and expenses (including without limitation reasonable attorneys' fees) caused by or arising from CONTRACTOR's unauthorized use or disclosure of STATE's Confidential Information or Proprietary Information. As a condition to these indemnity obligations, STATE will provide CONTRACTOR with prompt notice of any claim of which STATE is aware and for which indemnification shall be sought under this Contract and shall cooperate in all reasonable respects with CONTRACTOR in connection with any such claim.

11. RIGHT OF SETOFF DAMAGES

Amounts due, including liquidated or other damages, or claims for damages, may be deducted or set-off by a party from any money payable to the other party pursuant to this Contract.

12. RIGHT TO WITHHOLD AMOUNTS OTHERWISE DUE IF THE CONTRACTOR IS IN BREACH

If CONTRACTOR fails to deliver deliverables or to provide Services which satisfy CONTRACTOR's material obligations under this Contract, STATE shall have the right to withhold any and all payments due under this Contract. STATE may withhold any and all such payments due under this Contract to CONTRACTOR without penalty or work stoppage by CONTRACTOR, until such failure to perform is cured.

13. RIGHT TO REMEDIES AND CUMULATION OF RIGHTS

No remedy conferred by any of the specific provisions of this Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Contract, now or in the future existing at law or in equity or by statute or otherwise.

14. NON-WAIVER

Either party's failure to exercise any of its rights under this Contract, its delay in enforcing any right, or its waiver of its rights on any occasion, shall not constitute a waiver of such rights on any other occasion. No course of dealing by either party in exercising any of its rights shall constitute a waiver thereof. No waiver of any provision of this Contract shall be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced.

15. INDEMNITY

CONTRACTOR agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by CONTRACTOR to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. CONTRACTOR also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against CONTRACTOR in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Contract.

16. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

- a. CONTRACTOR, at its own expense, shall defend and indemnify STATE against claims that products furnished under this Contract infringe a United States patent or copyright or misappropriate trade secrets protected under United States law.
- b. As to any product which is subject to a claim of infringement or misappropriation, CONTRACTOR may (a) obtain the right of continued use of the product for STATE or (b) replace or modify the product to avoid the claim. If neither alternative is available on commercially reasonable terms then, at the request of CONTRACTOR, any applicable Software license and its charges will end, STATE will stop using the product, and will return the product to CONTRACTOR. Upon return of the product, CONTRACTOR will give STATE a credit for the price paid to CONTRACTOR, less a reasonable offset for use and obsolescence.

17. REPRESENTATIONS AND WARRANTIES

CONTRACTOR represents and warrants to STATE that neither CONTRACTOR, in connection with performing the services in performance of this Contract, nor the completed product delivered by CONTRACTOR, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. CONTRACTOR further represents and warrants to STATE that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this Contract or in delivery of the completed product unless CONTRACTOR has the authority to license, use or provide those trade secrets or confidential or proprietary information to STATE. CONTRACTOR further represents and warrants to STATE that neither CONTRACTOR nor any other company or individual performing services pursuant to this Contract is under any obligation to assign or give any work done under this Contract to any third party.

18. INSURANCE

CONTRACTOR shall secure and keep in force during the term of this Contract and CONTRACTOR shall require all subcontractors, prior to commencement of an agreement between CONTRACTOR and the subcontractor, to secure and keep in force during the term of this CONTRACT, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence
- b. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence
- c. Workers compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this Contract
- d. Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance
- e. Professional errors and omissions with minimum limits of \$1,000,000 per occurrence and in the aggregate, CONTRACTOR shall continuously maintain such coverage during the Contract period and for three (3) years thereafter. In the event of a change or cancellation of coverage, CONTRACTOR shall purchase an extended reporting period to meet the time periods required in this section.

The insurance coverages listed above must meet the following additional requirements:

- a. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the CONTRACTOR. The amount of any deductible or self-retention is subject to approval by the State.
- b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- c. The duty to defend, indemnify, and hold harmless the State under this agreement shall not be limited by the insurance required in this agreement.
- d. The state of North Dakota and its agencies, officers, and employees shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the CONTRACTOR.

- e. The insurance required in this agreement, through a policy or endorsement, shall include:
 - 1) Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State
 - 2) A provision that CONTRACTOR's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of CONTRACTOR's insurance and shall not contribute with it
 - 3) Cross liability/severability of interest for all policies and endorsements
 - 4) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary
 - 5) The insolvency or bankruptcy of the insured CONTRACTOR shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured CONTRACTOR from meeting the retention limit under the policy
- f. CONTRACTOR shall furnish a certificate of insurance to the undersigned STATE representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- g. Failure to provide insurance as required in this agreement is a material breach of contract entitling STATE to terminate this agreement immediately.
- h. CONTRACTOR shall provide at least 30 day notice of any cancellation or material change to the policies or endorsements.

19. CYBER LIABILITY AND SECURITY INSURANCE

In the event CONTRACTOR will host data, or provide for the hosting of data through a third-party entity, CONTRACTOR shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than \$5,000,000 and first party limits of not less than \$1,000,000, that will provide, without cost to the CONTRACTOR or STATE, an immediate response in the event of a data breach, including meeting all notification obligations of CONTRACTOR and STATE and in the event the data breach involves personal information as defined by N.D.C.C. § 51-30-1(4), available free credit monitoring for any affected individual for a minimum period of one year. CONTRACTOR shall defend, indemnify, save and hold harmless, the STATE, its officers, agents and employees from liability of any nature or kind, including costs and expenses, for or on account of any and all suits, claims, or damages of any character whatsoever, resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or omission of the Contractor, or any subcontractor, or their employees or agents.

20. SOFTWARE LICENSE

All ownership rights to CONTRACTOR's software provided to STATE under this Contract (intellectual property owned by CONTRACTOR prior to performance of this Contract) shall remain with CONTRACTOR.

21. LICENSE GRANT AND SCOPE OF USE

a. Licensing

CONTRACTOR grants to STATE a limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that CONTRACTOR implements in their discretion (the "Updates").

Any software designated as Third Party Software is provided to STATE pursuant to a separate license agreement between STATE and the third party supplier, which will be provided to STATE by the third party supplier. Any applicable Third Party Software licensing agreements are attached to this contract as Exhibits. To the extent CONTRACTOR seeks to add any other Third Party Software to the licensed product it provides under the terms of this Contract, such software and its licensing terms may only be incorporated through a written amendment executed by the parties.

The Software is to be used solely for STATE'S internal business purposes in connection with the Applications at the Facilities. STATE 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 CONTRACTOR 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. STATE shall be liable for damages directly resulting from its misuse of the Licensed Products.

b. Software Functionality and Replacement

Regarding the aforementioned software functionality licensed by CONTRACTOR to STATE, CONTRACTOR agrees that:

- 1) If CONTRACTOR reduces or replaces the functionality contained in the licensed product, and provides this functionality as a separate or renamed product, then STATE shall be entitled to license such software product at no additional license or maintenance fee.
- 2) If CONTRACTOR releases an option, future product or other release that has substantially the same functionality as the software product licensed to STATE, and it ceases to provide maintenance for the older software product, then STATE shall have the option to exchange licenses for such replacement product or function at no additional charge.

c. Delivery of Authorized Software Only

CONTRACTOR shall not ship any software to STATE that STATE is not authorized to use.

22. TECHNOLOGY STANDARDS

CONTRACTOR shall comply with applicable STATE enterprise architecture technology standards. These standards can be found on STATE's website at <http://www.nd.gov/itd/standards>.

23. PERSONNEL

- a. STATE will designate a Project Manager to serve as the primary project manager for this Contract. If, during the course of this Contract, it becomes necessary for STATE to change the person assigned as STATE's Project Manager, STATE will notify CONTRACTOR in writing, pursuant to Notice section of this Contract.
- b. Unless STATE otherwise notifies CONTRACTOR, STATE's Project Manager shall carry out STATE's administrative and management functions under this Contract, shall be responsible for acceptance of the Contract deliverables, and shall provide support and overall direction to CONTRACTOR.
- c. CONTRACTOR will designate a Project Manager and provide individuals to meet the requirements and accomplish the work as stated in this Contract including any mutually agreed upon Scope of Work.
- d. CONTRACTOR agrees and understands that STATE's execution of this Contract is predicated, in part and among other considerations, on the utilization of the specific individuals and personnel qualifications as identified. Therefore, CONTRACTOR agrees that:
 - 1) Prior to assignment of personnel, CONTRACTOR shall obtain written approval from STATE for all personnel to be assigned to this project
 - 2) The personnel assigned must have the knowledge necessary to complete requirements as defined in this Contract.
 - 3) CONTRACTOR shall warrant that all personnel assigned to perform tasks in response to this Contract will remain assigned for the agreed-upon length of time.
 - 4) No replacement, reassignment or substitution of any assigned individuals and personnel qualifications shall be made without the prior written approval of STATE and that such replacement, reassignment or substitution shall be made at no additional cost to STATE.
 - 5) Any substitution made pursuant to this paragraph must be of equal or higher skills, knowledge, and abilities than those personnel originally proposed and that STATE's approval of a substitution is not construed as an acceptance of the substitution's performance potential. STATE agrees that an approval of a substitution will not be unreasonably withheld.
 - 6) CONTRACTOR shall assign personnel on a full-time basis. In the event that a work assignment does not justify full-time participation, CONTRACTOR shall assign personnel on a part-time basis with prior written approval of STATE's Project Manager. However, if the part-time assignments are specified in this Contract, no written approval from STATE's Project Manager is necessary except for substitution of CONTRACTOR personnel.

- e. Upon request by STATE, CONTRACTOR shall replace any CONTRACTOR personnel that STATE determines, in its sole discretion, to be unable to perform the responsibilities of this Contract acceptably, e.g., inappropriate or unprofessional personal conduct, professional inabilities, etc.
- f. STATE's working hours are Monday through Friday from 8:00 AM until 5:00 PM (CST or CDT) with one hour for lunch. STATE Project Manager may approve alternate work schedules.
- g. According to STATE policy, STATE personnel are only obligated to work a forty-hour workweek, Monday through Friday, and are allowed reasonable vacation, sick and educational absences.
- h. CONTRACTOR's personnel are not expected to work on State holidays or other mandatory leave days.
- i. CONTRACTOR agrees that STATE may require contracted staff and subcontractors assigned by CONTRACTOR to perform work under this Contract to submit to a criminal history record check in accordance with N.D.C.C. § 54-59-20 and §12-60-24. STATE shall have the right to reject any individual assigned to perform work under this Contract if, in its sole discretion, it determines that the results of the criminal history record check make the individual unacceptable. The CONTRACTOR shall submit the names of personnel who will be on the premises not less than ten (10) workdays prior to the personnel coming on premises. No person convicted of a Class A misdemeanor involving violence, weapons, or controlled substances, or anyone convicted of a Felony may enter any STATE facility property without prior written authorization of the STATE. CONTRACTOR personnel shall attend required security related training before being allowed to enter the facilities without an escort.

24. SECURITY REQUIREMENTS

The CONTRACTOR shall comply with all applicable rules, regulations, and policies, including rules and regulations relating to safety, security, and confidentiality. The STATE reserves the right to deny admission in STATE facilities to the CONTRACTOR for violation of any applicable STATE rule, regulation, or policy. A staff member of STATE shall review any violations with the CONTRACTOR prior to making a determination of denying the admission of the CONTRACTOR personnel or terminating the contract.

The CONTRACTOR shall be aware that STATE facilities are secure environments. When CONTRACTOR personnel arrive at a STATE facility, they will be subject to search at any time, they must sign in and out as applicable, and they are responsible for ensuring that all tools and test equipment that are allowed in the facility are accounted for at all times. The CONTRACTOR shall report to the STATE immediately if any tools are lost, misplaced, or stolen.

Tobacco products will be allowed only in the CONTRACTOR's vehicles, or vehicles belong to CONTRACTOR's personnel, unless the vehicles will be coming into secured areas, at which point all tobacco products must be turned over to the gate security officer. Cell phones, cameras and other wireless electronic devices are not allowed in STATE facilities without prior written approval from the STATE. No alcohol or products containing alcohol are allowed on STATE property. If the CONTRACTOR requires items that contain alcohol or alcohol related products for performance under the contract, the items must be checked in and out through the facility's area supervisor. The CONTRACTOR shall provide copies of Material Safety Data Sheet of chemical(s) or product(s) used or brought into the STATE facilities. Possession, distribution or delivery of alcohol, tobacco, a controlled substance, firearm, or a dangerous weapon is a criminal offense, and will be prosecuted accordingly.

25. PRISON RAPE ELIMINATION ACT (PREA)

The CONTRACTOR shall comply with the Prison Rape Elimination Act of 2003 ("PREA"), 42 U.S.C. § 15601 et.seq., and all applicable PREA Standards and STATE Adult Services Policies related to PREA for the prevention, detection, monitoring, investigation, and eradication of any form of sexual abuse within CONTRACTOR facilities, programs, or offices, whether owned, operated or contracted. This includes the education and training of staff, education for offenders, conducting investigations, reporting incidents to the STATE, compiling incident data and aggregate data, and providing incident and aggregate data to STATE on an annual basis. The CONTRACTOR acknowledges that, in addition to its self-monitoring requirements, STATE will conduct announced or unannounced compliance monitoring, including on-site monitoring. Failure to comply with PREA and applicable PREA Standards and STATE Policies may result in termination of the contract.

26. PROJECT MANAGEMENT

a. Reporting

- 1) CONTRACTOR personnel will be responsible for providing written, weekly time utilizations, for each individual, to STATE's Project Manager, or STATE's project staff, as STATE's Project Manager may assign.
- 2) CONTRACTOR's Project Manager shall deliver to STATE's Project Manager, weekly reports of CONTRACTOR's progress on the project and meeting the objective/deliverables as stated in the Scope of Work. Each report must contain a description of the current status of the project, the tasks on which time was spent, the estimated progress to be made in the next reporting period, and the problems encountered the proposed solutions to them and their effect, if any, on the project budget/schedule.
- 3) Project Variance Reporting – CONTRACTOR must provide data to allow STATE's project manager to calculate cost and schedule variance in accordance with N.D.C.C. § 54-59-23 as determined by STATE. If STATE's analysis shows a negative cost or schedule variance exceeding 20%, a subsequent report must also provide proposed corrective measures to address the issues.

b. Integrated Change Control Process

CONTRACTOR and STATE will utilize an integrated change control process to manage changes during the life of a project.

- 1) A change request must be in writing to document the potential change. The write-up for the proposed change must be submitted to CONTRACTOR and STATE's project managers who will in turn provide it to relevant parties for assessment.

- 2) All change requests will be logged and tracked. STATE's project manager will record the request in the project repository and will update the repository throughout the process.
- 3) The change will be reviewed and, if acceptable to STATE, CONTRACTOR will submit to STATE an estimate of the impact to cost, schedule, scope, and quality.
- 4) CONTRACTOR will continue performing the services in accordance with the original Contract unless otherwise agreed upon by STATE's project manager. Work shall not commence on any new activities related to the change request until all parties agree in writing.
- 5) CONTRACTOR's project manager and STATE's project manager will adapt the Project Plan to incorporate approved changes.
- 6) Each change request duly authorized in writing by the parties shall be incorporated into and considered part of this Contract.
- 7) During the course of this Contract, if CONTRACTOR determines or could reasonably determine any STATE actions or directions constitute a requirement to perform additional work, CONTRACTOR shall notify STATE within thirty (30) calendar days that STATE has requested CONTRACTOR to perform additional work in the form of a change request utilizing the process above. CONTRACTOR understands that it waives the right to request additional time and reimbursable costs if CONTRACTOR fails to notify STATE within thirty (30) calendar days of determining or reasonably being able to determine that any STATE actions or directions constitute a requirement to perform additional work under this Contract.

c. **Deliverable Acceptance**

- 1) Upon completion of a deliverable, CONTRACTOR will furnish STATE with the deliverable and associated documentation, the expected performance, and agreed upon Acceptance Criteria.
- 2) After receipt of items in Paragraph 27(c)(1), STATE will have five (5) working days or a different period of time as is agreed to by the parties, in which to accept or reject each item in writing. STATE will accept by signature. If STATE rejects it, STATE will specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to revise any issues for the deliverables to be acceptable to STATE within the following five (5) working days. If STATE rejects it a second time, STATE will have the option of repeating the procedure as described in this acceptance statement above, escalating the issue to the Executive Steering Committee, or terminating this Contract upon written notice to CONTRACTOR.

d. **Final Acceptance**

- 1) The successful completion of all deliverables as stated in the Scope of Work in accordance with the deliverable acceptance process AND
- 2) The final delivered product fully implemented in STATE's live production environment AND

- 3) STATE has sixty (60) calendar days thereafter in which to accept or reject it in writing. If STATE rejects it, STATE shall specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to make the product conform to the requirements of this Contract as soon as possible and at no additional cost to STATE. CONTRACTOR shall continue to use its best efforts to make the product conform to the requirements of this Contract until STATE accepts the product or terminates this Contract upon written notice to CONTRACTOR.

27. PRODUCT CONFORMITY

STATE has six (6) months following Final Acceptance of the product(s) delivered by CONTRACTOR pursuant to this Contract to verify that the product(s) conform to the requirements of this Contract and perform according to CONTRACTOR system design specifications. Upon recognition of an error, deficiency, or defect, by STATE, CONTRACTOR shall be notified by STATE citing any specific deficiency (deficiency being defined as CONTRACTOR having performed incorrectly with the information provided by STATE, not CONTRACTOR having to modify a previous action due to additional and/or corrected information from STATE). CONTRACTOR, at no additional charge to STATE, shall provide a correction or provide a mutually acceptable plan for correction within thirty (30) calendar days following the receipt of STATE's notice to CONTRACTOR. If CONTRACTOR's correction is inadequate to correct the deficiency, or defect, or the error recurs, STATE may, at its option, act to correct the problem. CONTRACTOR shall be required to reimburse STATE for any such costs incurred or STATE may consider this to be cause for breach of contract.

The Warranties and/or Service Level Agreements for each Application are as set forth in the attached Exhibit A.

28. SERVICE LEVEL REQUIREMENT

CONTRACTOR will respond to STATE requests for support services in accordance with the procedures identified below. In each case, STATE may describe and submit the problem by telephone, facsimile or electronic mail.

Priority Level	Service Priority Description	Response Time	STATE Communication Guideline	Escalations
P1	A P1 is the highest service level defined as 30% or more of the functionality of the System being adversely affected by the System Event. Examples of P1 service assignments would include items such as no voice prompts, features not operating appropriately, inability to burn CD's, issues with listening to live calls, inability to access S-Gate, all phones down.	2 hours	<ul style="list-style-type: none"> CONTRACTOR Technical Support Center notifies the facility when the service issue is resolved If a technician is required, CONTRACTOR Dispatch or Field Service Technician contacts the STATE with an estimated time of arrival 	<ul style="list-style-type: none"> If response is delayed, escalation procedures within CONTRACTOR'S Management Team are activated to ensure appropriate resources are allocated to resolve the service request Technical Support Manager & Field Service Manager Technical Support Director & Field Service Director

				<ul style="list-style-type: none"> • VP Service & Operations
P2	<p>A P2 assignment defined as 5% to 29% of the functionality of the System being adversely affected by the System Event. Examples of a P2 service assignments would include items such as workstation, specific system ports, LEC circuits, unblocks, block numbers, missing CDRs, call searching.</p>	24 hours	<ul style="list-style-type: none"> • CONTRACTOR Technical Support Center notifies the facility when the service issue is resolved • If a technician is required, CONTRACTOR Dispatch or Field Service Technician contacts the STATE with an estimated time of arrival 	<ul style="list-style-type: none"> • If response is delayed, escalation procedures within CONTRACTOR'S Management Team are activated to ensure appropriate resources are allocated to resolve the service request • Technical Support Manager & Field Service Manager • Technical Support Director & Field Service Director • VP Service & Operations
P3	<p>A P3 assignment defined as less the 5% of the functionality of the System being adversely affected by the System Event. Single and multiple phones related issues. Examples of P3 service assignments would include items such as static on the phone, a party not being able to hear, unable to dial, a broken phone, dial pad not working, cutoff switches not working, and inability to generate reports.</p>	72 hours	<ul style="list-style-type: none"> • CONTRACTOR Technical Support Center notifies the facility when the service issue is resolved • If a technician is required, CONTRACTOR Dispatch or Field Service Technician contacts the STATE with an estimated time of arrival 	<ul style="list-style-type: none"> • If response is delayed, escalation procedures within CONTRACTOR'S Management Team are activated to ensure appropriate resources are allocated to resolve the service request • Technical Support Manager & Field Service Manager • Technical Support Director & Field Service Director • VP Service & Operations

CONTRACTOR'S failure to meet the above defined Response Times or Resolution Times in any given month during the term and any renewal term shall be deemed a service level default ("Service Level Default") which may be determined by the STATE as breach of Contract.

29. SOFTWARE AUDIT

CONTRACTOR may, upon sixty (60) calendar days' notice to STATE, but not more frequently than once per year, either request a signed certification by an officer of STATE verifying that the software is being used in accordance with the terms of this Contract or audit STATE's use of the software to ensure compliance with the terms and conditions of this Contract. Any such audit shall be conducted at CONTRACTOR's expense during regular business hours at STATE's offices and shall not unreasonably interfere with STATE's business activities. CONTRACTOR shall provide documentation to STATE

defining the scope of the audit not less than thirty (30) calendar days prior to the audit. STATE shall have sixty (60) calendar days to review CONTRACTOR's audit findings. If an audit reveals that STATE's use of the Software exceeds the use permitted hereunder, then CONTRACTOR may invoice STATE for the applicable additional amounts based on the price agreement between the parties as of the date of completion of the audit.

30. HOSTING SERVICES

a. Service Level

CONTRACTOR's failure to make the hosting services available at least 99% of the time in any given month during the term and any renewal term, excluding scheduled maintenance, shall be deemed a service level default ("Service Level Default"). For purposes of this Contract, "Available" means that STATE users are able to access all features and functions of the licensed product and services including, but not limited to the licensed software and licensed content.

Once each calendar month during the term of this Contract, CONTRACTOR shall provide STATE with a written report comparing the actual performance of licensed product and services with the Service Level Requirement. Such report shall also contain such other information with respect to the performance of the licensed product and services as mutually agreed upon by the parties from time to time, and in conformity with reporting CONTRACTOR provides to its other customers utilizing the licensed product and services.

b. Scheduled Maintenance and Notifications

CONTRACTOR shall notify STATE of any schedule maintenance downtime which will cause the total scheduled maintenance downtime for the month to exceed 3 hours. Except in cases of emergency, notification will be provided at least 1 hour prior to such downtime. In cases of emergency, CONTRACTOR shall use its best efforts to notify STATE of a planned downtime as soon as practicable.

c. Hosting Service Exit Plan

CONTRACTOR and STATE shall develop an Exit Plan ("Exit Plan") detailing each party's respective tasks in connection with the orderly transfer of STATE's data back to STATE upon termination of this Contract. CONTRACTOR agrees that there shall be no additional fees to execute the Exit Plan. STATE agrees to take delivery of transferred STATE data no later than sixty (60) calendar days following termination of this Contract.

The Exit Plan must include:

- 1) The format and delivery method mutually agreed upon by CONTRACTOR and STATE to transfer STATE data securely
- 2) The deletion criteria of STATE data from CONTRACTOR's location as determined by STATE

d. **Hosting Service Transition Assistance**

CONTRACTOR and STATE shall develop a Transition Plan ("Transition Plan") detailing each party's respective tasks in connection with the orderly transition and migration of the licensed software, STATE data, and hosting services.

Upon termination or non-renewal of this Contract or in the event STATE makes a determination to host the licensed software at STATE's hosting location or a third party location, the Transition Plan shall be implemented. In the event the Transition Plan is implemented, licensing and support costs shall not be higher than the current amounts assessed to STATE by CONTRACTOR under this Contract. CONTRACTOR shall provide reasonable assistance as requested by STATE to successfully complete transition.

31. NOTICE

All notices or other communications required under this Contract must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

STATE	CONTRACTOR
Greg Hoffman	Dennis Reinhold
Director Administrative Services	General Counsel
4201 Normandy Street	14651 Dallas Pkwy, Suite 600
Bismarck, ND 58503	Dallas, TX 75254-8815

Notice provided under this provision does not meet the notice requirements for monetary claims against STATE found at N.D.C.C. § 32-12.2-04.

32. CONFIDENTIALITY

CONTRACTOR shall not use or disclose any information it receives from STATE under this Contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by STATE. STATE shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this Contract.

33. COMPLIANCE WITH PUBLIC RECORDS LAWS

CONTRACTOR understands that, in accordance with this Contract's Confidentiality clause (section 35), STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records obtained or generated by CONTRACTOR under this Contract, except for records that are confidential under this Contract, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. CONTRACTOR agrees to contact STATE promptly upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to the request.

34. INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this Contract and is not a STATE employee for any purpose, including the application of the Social Security Act, the Fair Labor

Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this Contract, except to the extent specified in this Contract.

35. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without STATE's express written consent. CONTRACTOR may, however, enter into subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor with whom CONTRACTOR contracts. CONTRACTOR does not have the authority to Contract for or incur obligations on behalf of STATE.

36. SPOILIATION – NOTICE OF POTENTIAL CLAIMS

CONTRACTOR shall promptly notify STATE of all potential claims that arise or result from this Contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect the evidence, including the scene of an accident.

37. MERGER AND MODIFICATION, CONFLICT IN DOCUMENTS

This Contract, including the following documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the documents must control in this order of precedence:

- a. The terms of this Contract as may be amended;
- b. STATE's Solicitation Amendment #3 to Request for Proposal ("RFP") number 112-1602 dated March 30, 2016;
- c. STATE's Solicitation Amendment #2 to Request for Proposal ("RFP") number 112-1602 dated March 28, 2016;
- d. STATE's Solicitation Amendment #1 to Request for Proposal ("RFP") number 112-1602 dated March 15, 2016;
- e. STATE's Request for Proposal ("RFP") number 112-1602, dated March 1, 2016;
- f. CONTRACTOR's proposal dated April 21, 2016 in response to RFP number 112-1602.
- g. All automated end-user agreements (e.g., click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void. Clicking shall not represent acknowledgement or agreement to any terms and conditions contained in those agreements.

38. UNANTICIPATED AMENDMENTS

If additional work is required within the scope of this Contract due to a legitimate unforeseen circumstance, STATE shall provide CONTRACTOR a written description of the additional work and request CONTRACTOR to submit a proposal for accomplishing the scope of work. CONTRACTOR will not commence additional work until STATE until all parties agree in writing.

39. SEVERABILITY

If any term of this Contract is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Contract did not contain that term.

40. APPLICABLE LAW AND VENUE

This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be brought adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

41. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

42. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Each party agrees to comply with all applicable laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums. CONTRACTOR shall have and keep current at all times during the term of this Contract all licenses and permits required by law.

43. STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this Contract are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. CONTRACTOR shall maintain all of these records for at least three (3) years following completion of this Contract and be able to provide them at any reasonable time. STATE, State Auditor, or Auditor's designee shall provide reasonable notice to CONTRACTOR prior to conducting examination.

44. RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, STATE may inspect those areas of CONTRACTOR'S place of business that relate to the performance of this Contract. If STATE makes an inspection, CONTRACTOR must provide reasonable assistance.

45.

46. F.O.B. POINT AND FREIGHT


All commodities purchased through this Contract shall be Free on Board ("F.O.B.") final destination, freight prepaid. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the state of North Dakota. Title shall pass to STATE at destination, and the vendor shall be responsible for any freight claims.

47. EFFECTIVENESS OF CONTRACT

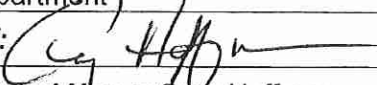
This Contract is not effective until fully executed by all parties. If no start date is specified in the Term of Contract, the most recent date of the signatures of the parties shall be deemed the Effective Date.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE FOLLOWS.

CONTRACTOR
Securus Technologies, Inc.
BY: 
Printed Name: Robert Pickens
Title: President
Date: 10-24-16



STATE OF NORTH DAKOTA
Acting through its Information Technology Department
BY: 
Printed Name: Greg Hoffman
Title: Director, Administrative Services
Date: 10-7-2016

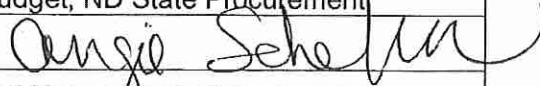
STATE OF NORTH DAKOTA
Acting through its Office of Management and Budget, ND State Procurement
BY: 
Printed Name: Angie Scherbenske
Title: Procurement Officer II
Date: 10-7-16

EXHIBIT A – Scope of Services

CONTRACTOR, in exchange for the compensation paid by STATE under this CONTRACT, shall provide the following services:

1. CALL MANAGEMENT SYSTEM

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. CONTRACTOR 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 Section 3 Scope of Services.

All recorded calls will be stored by CONTRACTOR for the term of the Contract.

2. CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

Secure Calling Platform User Interface. CONTRACTOR will provide STATE 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 CONTRACTOR may amend from time to time (“Compatible Equipment”). STATE represents that (i) CONTRACTOR will be responsible for distributing and assigning licenses to its end users; (ii) CONTRACTOR 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) CONTRACTOR 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 (newer versions are not supported)
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

3. SERVICE LEVEL AGREEMENT

CONTRACTOR agrees 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 STATE (not inmates at the Facilities), in which case, CONTRACTOR may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. STATE agrees 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 STATE or a third party, then CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR has no obligation to provide any technical and field support services for an *Openworkstation*. STATE is solely responsible for the maintenance of ANY *Openworkstation(s)*."

- a. Outage Report; Technical Support. If either of the following occurs: (a) STATE experiences a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then STATE will promptly report the System Event to our Technical Support Department ("Technical Support"). STATE 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.
- b. Priority Classifications. Upon receipt of STATE'S 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.

- c. 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

- d. Response Process. In the event of a System Event, where the equipment is located on STATE 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.
- e. Performance of Service. All CONTRACTOR repair and maintenance of the System will be done in a good and workmanlike manner at no cost to STATE except as may be otherwise set forth in the Contract. Any requested modification or upgrade to the System that is agreed upon by STATE and CONTRACTOR may be subject to a charge as set forth in the Contract and will be implemented within the time period agreed by the parties.
- f. Escalation Contacts. STATE'S account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, STATE 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.
- g. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a technician will contact STATE to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.
- h. Monitoring. CONTRACTOR will monitor our back office and validation systems 24 hours a day, seven days a week.
- i. Required IGR. STATE is responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request CONTRACTOR will provide you with the specifications for the IGR. If STATE is unable to or do not provide the IGR, then CONTRACTOR 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 STATE'S failure to provide the IGR.
- j. End-User Billing Services and Customer Care. CONTRACTOR 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 CONTRACTOR'S website www.securustech.net, and by facsimile at 972-277-0714. In addition, CONTRACTOR 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.

CONTRACTOR will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

4. INSTANT PAY™ PROGRAM

The Instant Pay™ promotional program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open or in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

5. TEXT2CONNECT™.

Text2Connect™ is a promotional program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by CONTRACTOR, then call control will be assumed by our third-party provider. CONTRACTOR'S third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

6. VIDEO VISITATION

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

TERMS:

The parties acknowledge that Video Visitation sessions shall be limited to twenty (20) minute and forty (40) minute sessions. CONTRACTOR shall provide at least a 30 day notice to the STATE if the CONTRACTOR chooses to (i) offer promotional pricing, (ii) offer monthly flat rate subscription services, which would allow for unlimited monthly remote visits (certain restrictions may apply). Upon STATE approval CONTRACTOR may extend the duration of visitation sessions. If STATE wishes to offer free sessions for any reason other than as allowed pursuant to the Contract, a negotiated session charge, plus applicable taxes/fees/surcharges, will be deducted from monthly Commission payments made to STATE via an amendment to this Contract. As used herein, "remote" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a location not on STATE'S premises. "On-site" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a terminal located on STATE'S premises.

STATE will allow CONTRACTOR 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 CONTRACTOR to (a) distribute CONTRACTOR'S promotional literature in the Facility's visitation lobby; (b) unless otherwise prohibited by STATE'S telephone service contract, add a recording to the IVR phone system promoting CONTRACTOR Video Visitation Services to phone call participants; 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 CONTRACTOR'S website at www.securustech.n-et.

If applicable, all recorded Video Visitation sessions will have a standard retention of 90 days from the recording date. It is the responsibility of STATE to remove any desired recordings from the housing location for permanent storage within 90 days of their recordings as they may be permanently deleted by CONTRACTOR after that time. CONTRACTOR is not responsible for the loss or quality of any such recordings or the deletion of such recordings after 90 days. Further, it is STATE'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 STATE), and (ii) provide for appropriate accommodations to allow for non-recorded visits, as necessary.

PAYMENT OPTIONS:

STATE, at its option, may either elect to pay the upfront costs itself or have CONTRACTOR pay the upfront costs by choosing one of the following options (place a check ("✓" or "X") next to option selected):

- ☐ Option 1: STATE elects to pay all of the upfront costs. By choosing this option, the four additional requirements listed under Option 2 shall not apply.
- ☒ Option 2: STATE elects to have CONTRACTOR pay the upfront costs set forth in Attachment 1. By choosing this option, STATE 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 STATE 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 CONTRACTOR to recover the upfront costs over time):
 1. STATE 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. Any STATE (i.e. facility Management initiated) or CONTRACTOR downtime of the video visitation terminals will reduce the committed number of hours.
 2. Within STATE policy, STATE 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.

WARRANTY: CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR will undertake to correct such errors or omissions within a reasonable time period. If STATE purchases from CONTRACTOR any hardware components in connection with the services hereunder ("Hardware Components"), CONTRACTOR 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 STATE'S compliance with the provisions of this Warranty section.

CONTRACTOR 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 CONTRACTOR affects the performance or purpose for which the Hardware Component was manufactured.

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

THE WARRANTY OBLIGATIONS OF CONTRACTOR WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. OTHER THAN DAMAGES THAT CANNOT BE WAIVED PURSUANT TO N.D.C.C. § 32-12.2-15, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF CONTRACTOR EXCEED THE UNIT PRICE PAID BY STATE FOR ANY 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 CONTRACTOR 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 CONTRACTOR'S sole and exclusive property. CONTRACTOR (or CONTRACTOR'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 CONTRACTOR'S Applications, the Video Visitation System, and CONTRACTOR'S other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of CONTRACTOR 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 STATE to monitor and record inmate visitation sessions, by providing the application, CONTRACTOR makes no representation or warranty as to the legality of recording or monitoring such sessions. STATE 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 STATE'S sole responsibility to identify, approve and disable. Further, STATE retains custody and ownership of all recordings; however STATE grants CONTRACTOR 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.

7. TABLET SERVICES

CONTRACTOR will provide a secure tablet solution that provides the inmate population access to self-help, educational, and entertainment programming.

The SecureView tablet solution is a turnkey solution that provides all equipment necessary to support the overall program. Inmate Tablets include a set of headphones and a recharging cord that will allow inmates to individually charge their devices as needed. In the event that inmates are not allowed charging devices or do not have access to AC power outlets, CONTRACTOR will provide charging carts.

The carts allow for inmates to turn-in their tablets overnight for charging. Because the tablets are password protected, there is little risk of stolen tablets as the unit will not function without the password.

The tablet solution allows for inmate access to learning, training, secure messaging, music, video visitations, scheduling and banking. Each of these services can be provided through the SecureView solution and many of these applications are already available. The following applications are currently available and specific to the SecureView Tablet.

All applications are available on the SecureView Tablet and kiosks.

a. Outbound Phone Service

The SecureView Outbound Phone Services application will allow the SecureView tablet and any JPay Tablets to function as a telephone extension of the SCP platform. All features and restrictions of the SCP Inmate Telephone Service will apply, including recording and monitoring. There are no additional fees or rate increases applied. The contracted telephone rates will apply.

b. Self-Help Applications

a. Job Search

This application provides a large database of local and national job opportunities to inmates. This database allows inmates to look for employment prior to their release.

b. Inmate Services

The Inmate Services application of SecureView gives inmates access to STATE prison policies and procedures, real-time notices from STATE staff, and a way to report issues. In order to benefit both the facility and the inmates, CONTRACTOR has developed way to display approved written content to inmates. CONTRACTOR has also developed a way to confirm that the inmate received the information provided to them.

c. Educational Applications

i. Law Library

The SecureView Law Library application allows inmates to educate themselves on legal matters, including their case, state and federal cases, codes and litigations, jurisdiction specific codes, and more. The SecureView Law Library application is included as a standard feature.

ii. Podcasts

SecureView Podcasts allows inmates to access a full database of pre-approved podcasts that provide written, audio, or visual information. Categories include self-help, religious, vocation, education, and sports information, among others.

iii. Religion

SecureView offers inmates the ability to access and download a pre-approved variety of religious books and materials for spiritual guidance and

growth. The SecureView application converts the spiritual books into a .pdf which that is compatible with the displays on tablet devices.

d. Entertainment Applications

i. Music

The inmate has access to multiple category music lists that allow the inmate to stream the selection to their tablet device.

ii. eBooks

SecureView allows inmate access to thousands of pre-approved books. The books are categorized by book type, allowing an inmate to easily find desired book. Inmates simply upload the book to the tablet device to read later, at their own pace.

iii. Games

The SecureView Games application provides inmate access to over 25 different card games as well as Sudoku. The application can be expanded to offer effectively any games approved by the STATE.

8. ROUGH RIDER CUSTOM COMMISSARY APPLICATION (KIOSK ADVANCED ORDERING)

The commissary system utilizes an intuitive touch screen system for inmate access and ordering of commissary items. The system makes use of product groupings to break items into logical groups of related items making it easy to find items the inmate wants to order.

The system uses a simple quantity entry touch screen display to make it easy to for the inmate to order multiples of items. At each step of the process, the inmate can see what they have ordered and how much it will cost them along with how much money they have in their account and how much will be left after they complete the order.

Offender Central has the ability to provide a Secure Website System that can accept deposits of Credit / Debit card transactions. This system can be made available on a lobby kiosk at the facility either on an existing kiosk or an Offender Central supplied kiosk. The system can provide information to friends and family on how to send checks via US Mail to Offender Central to be applied to the inmates account. The system can provide a 24 hour automated phone system that will allow friends and family to process transactions by key entry of credit/debit card information.

The Commissary System contains help and FAQ sections that are available to the inmate both before and after login to the system that explain how to use the system as well as having Facility specific and editable information that can explain the facility policies pertaining to commissary orders and delivery schedules. These are available for each language the commissary system is setup to handle.

The custom information can be edited by the system and facility administrators and can be assigned based on housing unit, facility, region or group and system wide. The information of the lowest level is what is displayed at the inmate kiosk, so if a housing unit has specific policies, these are displayed on those kiosks, and in other areas the broader facility or system policy is displayed.

These Help and FAQ sections along with the custom information can be printed as an information sheet or pack that can be given to the inmate. Quantities of these can be printed for distribution to the inmate population.

9. STAFF TRAINING

CONTRACTOR will provide product training for all SCP and SVV features in the agreement with the STATE. Experienced CONTRACTOR employees conduct all training through online instructor-led classes or on-site, one-on-one and classroom training sessions at no cost. We deliver standard training using both hands-on experiences with your data and using instructor demonstrations to ensure each trainee understands all SCP and SVV functions.

CONTRACTOR will develop an online training experience to meet the unique needs of your staff and facility. We offer separate classes focused on different agency functions such as investigations, live call monitoring, and system administration. CONTRACTOR offers online instructor-led courses available twice a month throughout the year for product upgrades, new facility staff, or general refreshers.

CONTRACTOR offers SCP and ancillary services via Webinars with online instructor-led courses available twice a month throughout the year for product upgrades, new facility staff, or general refreshers. In addition CONTRACTOR will continue to provide initial onsite Video Visitation product training on all VV features, account set up, schedules etc.

The following table presents the standard SCP training course modules and associated learning objectives.

SCP Course Modules	
Course Module	Objective
Getting Started	<ul style="list-style-type: none">• Managing your password• Contacting Technical Support for service calls
User Administration Activities	<ul style="list-style-type: none">• Creating and changing user accounts• Defining a user's role and granting access permission• Resetting a user's password• Deactivating and/or deleting users• Running user management reports
Inmate Administration Activities	<ul style="list-style-type: none">• Adding and changing inmate phone accounts• Deactivating inmate phone accounts• Setting up the phones to meet your requirements• Using administrative reports
Monitoring Activities	<ul style="list-style-type: none">• Reviewing Call Detail Records (CDRs)• Monitoring live calls• Listening to recorded calls• Using monitoring reports• Saving calls and burning to CD
Investigation Activities	<ul style="list-style-type: none">• Using CDRs for investigations• Recognizing trends in inmate activity• Using other investigative tools to collect evidence• "Digging" into the details
Super User Activities	<ul style="list-style-type: none">• Learning time-savings tips and tricks• Discussing actual facility situations and turning evidence into intelligence

- | | |
|--|---|
| | <ul style="list-style-type: none"> • Troubleshooting for operational and maintenance staff to minimize unnecessary service calls |
|--|---|

10. ONSITE TECHNICIAN

CONTRACTOR will provide a qualified onsite technician to maintain and install all equipment at all of the STATE facilities. The onsite technician will also perform a number of administrative functions for the STATE with the SCP system such as but not limited to:

- Enters custody account numbers into SCP for PIN registration
- Set up PAN lists for inmates
- Responds to inmate kites (requests) on wide range of phone subjects
- Establishes Covert Alert access, informant lines and user accounts for STATE staff
- Provides weekly SCP training sessions, including STATE website-wide classes
- Answers SCP questions to inmates, plus their family and friends
- Provides quick access to STATE staff for answers to their questions
- Maintains inventory of spare parts and phones for speedy repairs for STATE facilities
- And is trained to provide installation and maintenance on CONTRACTOR Video Visitation system terminals, plus network maintenance for SecureView Tablets.
- Perform system checks to detect any unreported issues
- conduct preventative maintenance checks

11. CONNECTUS INMATE SERVICE PLATFORM

ConnectUs is a secure, comprehensive inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications ("Applications"). ConnectUs allows inmates to use multiple Applications at the same time and automatically prioritizes scheduled communications events to take precedence over non-scheduled events.

a. Provision of Service

CONTRACTOR will make the following Services available to STATE through its ConnectUs Inmate Service Platform (collectively, the "Service") at the facilities specified in Section 3 Scope of Services during the Term of the Agreement, subject to the terms of the Agreement, this Schedule and each mutually acceptable written ordering document for the Service executed by both STATE and CONTRACTOR (each, a "Sales Order Form"): (a) the services ordered by STATE as specified and incorporated herein by this reference; and (b) any additional services ordered pursuant to a mutually acceptable amendment to the Agreement executed by both STATE and CONTRACTOR.

b. Grant of Rights; Ownership of Property; Use and Restrictions

- Grant of Rights. Subject to the terms of the Contract: (a) CONTRACTOR hereby grants STATE a non-exclusive, non-transferable right during the Term of the Agreement to access and use the Service solely for STATE'S internal business purposes as contemplated herein, subject to the Service scope and pricing specified herein ; and (b) STATE hereby grants CONTRACTOR a non-exclusive, non-transferable right to use the electronic data specifically pertaining to STATE and/or its users that is submitted into the Service (collectively, "STATE Data") as necessary for the limited purpose of performing the Service.
- Ownership. CONTRACTOR and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "CONTRACTOR

Property"): (a) the Service and all other software, hardware, technology, documentation, and information provided by CONTRACTOR in connection with the Service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by CONTRACTOR during its performance under the Contract; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by CONTRACTOR in writing, the non-exclusive use rights set forth in the Contract are the entirety of STATE'S rights in connection with the CONTRACTOR Property. STATE owns and retains all right, title, and interest in and to the STATE Data and all intellectual property rights therein. Except as otherwise expressly authorized herein or by STATE in writing, the non-exclusive use rights set forth in the Contract are the entirety of CONTRACTOR'S rights in connection with the STATE Data.

c. Use and Restrictions.

- i. Except as expressly permitted under the Contract, STATE shall not directly or indirectly do any of the following: (i) access, use, sell, distribute, sublicense, or commercially exploit any CONTRACTOR Property or any rights under the Contract, including without limitation any access or use of any CONTRACTOR Property; (ii) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the Service; (iii) copy, modify, or prepare derivative works based on CONTRACTOR Property; (iv) reverse engineer, decompile, disassemble, or attempt to derive source code from any CONTRACTOR Property; or (v) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any CONTRACTOR Property.
- ii. At CONTRACTOR'S sole and reasonable discretion, certain of the selected Applications will be made available only during times which would not otherwise interfere with the use of CONTRACTOR'S revenue generating Applications and services.
- iii. Applications ordered by STATE may be disabled by STATE at any time during the Term of the Agreement upon written notice to CONTRACTOR by an authorized representative of STATE; provided, however, STATE shall remain responsible for paying the Annual Subscription and Hosting Fee according to the Contract, unless otherwise agreed by both parties pursuant to a written and signed amendment.
- iv. CONTRACTOR may deny the publication of certain documents, videos or forms in connection with the Service, if in CONTRACTOR'S sole and reasonable discretion, such materials are in conflict with the provision of CONTRACTOR'S Service hereunder.
- v. STATE shall allow CONTRACTOR to display videos, documents and digital messages to inmates through ConnectUs to promote CONTRACTOR'S new and existing services, products and features.
- vi. CONTRACTOR is not responsible and hereby disclaims any liability for any and all content of the third party Applications and any documents, videos or forms published by STATE or from outside sources.

c. Warranties and Limitations

a. Service Warranties.

- i. CONTRACTOR 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. CONTRACTOR 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 Contract, CONTRACTOR will undertake to correct such errors or omissions within a reasonable time period. If STATE purchases from CONTRACTOR any hardware components in connection with the services hereunder ("Hardware Components"), CONTRACTOR 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.
- ii. CONTRACTOR makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does CONTRACTOR make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of CONTRACTOR affects the performance or purpose for which the Hardware Component was manufactured.

b. Limitation of Warranty.

- i. THE WARRANTY OBLIGATIONS OF CONTRACTOR WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. OTHER THAN DAMAGES THAT CANNOT BE WAIVED PURSUANT TO N.D.C.C. § 32-12.2-15, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF CONTRACTOR EXCEED THE UNIT PRICE PAID BY STATE FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.
- ii. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE CONTRACT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND CONTRACTOR DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- d. Professional Responsibility. As between STATE and CONTRACTOR, STATE 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. STATE acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. CONTRACTOR disclaims liability for the use of any information provided by, or results

obtained from, the Applications used by professional personnel. CONTRACTOR, its affiliates and licensors, are not liable for actions of STATE or its authorized users, which may result in any liability due to malpractice or failure to warn. CONTRACTOR 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.

12. CONNECTUS APPLICATIONS

CONTRACTOR, through ConnectUs Inmate Service Platform, offers the following Applications and are available on the SecureView tablet and kiosks.

- a. Video Visitation Application. The ConnectUs Video Visitation Application provides video face-to-face visits between inmates and the inmates' friends and family members and also allows the inmate to view upcoming scheduled visits using the ConnectUs touch screen. This Application requires an executed agreement between CONTRACTOR and STATE for CONTRACTOR'S Video Visitation.
- b. Inmate Forms (Grievance) Application. The Inmate Forms (Grievance) Application facilitates the systematic receipt, routing and categorization of grievance situations and offers a tracking system that improves response times and metrics useful in assessments and resource allocations. CONTRACTOR will retain and provide STATE access to the data for the term of the Contract.
- c. Third Party Vendor Commissary Application. The ConnectUs Third Party Vendor Commissary Application provides an automated means for inmates to order commissary goods through STATE'S third-party commissary provider.
- d. Website Education Application (URL). The ConnectUs Website Education Application makes STATE-approved third party educational websites available to inmates.
- e. Inmate Videos Application (.MP4). The ConnectUs Inmate Videos Application enhances communications with inmates by allowing multiple STATE-approved videos.
- f. Inmate Handbook Application (.PDF). The ConnectUs Inmate Handbook Application publishes common PDF documents to inmates (e.g., the Inmate Handbook) for up-to-date access to STATE information.
- g. Emergency Visitation Application. The ConnectUs Emergency Visitation Application allows inmates to initiate a request for a video call with STATE staff to report an emergency situation.
- h. Sick Call Application. The ConnectUs Sick Call Application allows inmates to report symptoms to STATE health officials by completing a "sick form" that identifies the inmate's symptoms.
- i. Self-Op Commissary Ordering Application (Rough Rider Custom Commissary ConnectUS Application). The ConnectUs Self-Op Commissary Ordering Application allows STATE to configure its commissary product line within ConnectUs giving inmates an automated means to order commissary goods.

13. INVESTIGATIVE SOLUTIONS

- a. ICER. Inmate Inter-Communication Evaluation and Reporting system for the STATE at no additional cost.
- b. Investigator Pro. The Investigator Pro (iPro) software. iPro identifies inmates on calls based on the sound of their voice. It identifies all inmates speaking on a call. iPro biometrically analyzes the entire phone call, detecting suspicious voice prints and automatically presenting findings. It flags potential criminal calling activity and immediately alerts investigators to those calls by its near-instantaneous collection and analysis of vast amounts of information.
- c. Remote Call Forwarding Detection. The Remote Call Forwarding Detection (RCFD) is specifically designed and activated for the inmate communications system. The RCFD solution provides the ability to immediately flag and makes a "notation" in the database on the specific inmate's call if false disconnects are a concern. The SCP user interface allows authorized users the ability to create Call Detail Reports for those RCFD calls. RCFD detection has the ability to terminate a forwarded call if it detects that a called party's telephone number is call forwarded to another telephone number.
- d. Three-Way Conference Calling Fraud Detection. When a three-way event is noted by the SCP, the system will do one of three things (based on the facility's choice):
 - a. Disconnect the call with messaging to inmate and called party
 - b. Mark the call with no interruption to the call
 - c. Warn the inmate that third party calls are not allowed

The SCP is able to detect and foil an accomplice's attempt to activate the three-way call feature by immediately disconnecting the call upon detection. The SCP also has the ability to disable three-way call detection on a particular number or groups of numbers, such as attorneys.

- e. Word Spotting. Word Spotting automatically finds specified keywords and short phrases within inmate conversations.

Word Spotting features include the following:

- a. Default dictionary of more than 7,500 search words that can be customized to meet the facility's needs, including slang and jargon not found in standard dictionaries. As security threat groups expand their code word vocabulary and new intelligence is gained, new keywords can be added.
- b. User-friendly interface where suspicious inmates or phone numbers can be selected for ongoing searches. Word Spotting search engine that automatically processes inmates or phone numbers with no additional involvement from facility staff. Integrated reporting that allows users to identify calls where specified keywords were spoken.
- c. Unique feature that allows users to select suspicious recordings from the standard Call Detail Report and send them through the search engine with a single "click" of the mouse.

- f. THREADS. Threads software application which can aid STATE staff and investigators with their investigations in preventing, investigating, and convicting criminal activity.

14. ADDITIONAL SERVICES

- a. Location Based Services. The SCP includes support for Location Based Services (LBS), which provides facilities with the control and oversight needed to safeguard against cellular phone threats. LBS allows facilities to investigate the location of inmate calls to cellular telephones, receive real-time alerts based on where the call is placed, and find the location of a cellular telephone even if an inmate is not currently using it. LBS also delivers real benefits to the community to aid in exigent circumstances such as Amber Alerts and Silver Alerts.
- b. Guarded Exchange. Guarded Exchange (GEX) software allows correctional officers to interface with information residing within a facility's database to provide a comprehensive social link analysis that is essential to fully understanding and evaluating the activities between offenders, staff members, and the general public.

GEX also provides forensic services for recovered cell phones, computers, and other digital devices.

EXHIBIT B – Compensation Details

1. PRICING

Telephone Rates

CONTRACTOR will provide telephone services to the STATE and will charge the following rates (plus applicable taxes and regulatory fees):

Collect

	Per Minute Rate
Local	\$0.079
IntraLATA Intrastate	\$0.079
InterLATA Intrastate	\$0.079
InterLATA Interstate	\$0.079
IntraLATA Interstate	\$0.079

Telephone Fees

Description	Fee/Charge
Automated Funding	\$3.00/Occurrence
Live Operator/Agent Funding	\$5.95/Occurrence

CONTRACTOR will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

Video Visitation Rates

CONTRACTOR will replace the existing video visitation system and add remote visitation with on-site visitation.

Description	Applicable Fee
On-site Visitation	No Cost
Remote Visitation	\$6.95*/ 20 minute session
Remote Visitation	\$15.95*/ 20 minute session

*Upon implementation and acceptance by the STATE as described in this Contract, of the remote video visitation solution the cost for the first 120 days after implementation will be \$6.95/ 20 minute session (plus applicable taxes and regulatory fees). After the 120 days the cost will be \$15.95/ 20 minute session (plus applicable taxes and regulatory fees).

STATE shall be responsible for all electrical wiring installation.

Tablet Rates

Description	Applicable Fee
Tablet Rental	\$25.00/month*
Educational Software	Free
Religion Software	Free
Basic Music	Free

Basic Books	Free
Basic Games	Free
Approved Basic Podcast	Free

*Plus applicable taxes and regulatory fees.

Commission Rates

CONTRACTOR will pay the STAE the following Commission Rates less any commission reduction for additional services requested by the STATE.

Description	Percent of Commission
Telephone	40%
Video Visitation	0%
Tablet	0%
Tablet Applications	0%

Additional Services Fees

STATE has agreed to the following additional services. In some cases the additional service may require a reduction in commissions paid to the STATE by CONTRACTOR

Applicable Solution	Description	Commission Reduction
Solution Infrastructure	Upgrade the necessary infrastructure to incorporate the additional features offered by CONTRACTOR.	5%
IPro	Continuous Voice Identification	8%
ICER	Security Application	0%
Threads	Investigative Application	2%
Commissary	Rough Rider Custom Commissary ConnectUs Application includes software interface, license use, maintenance and upgrades.	4.5%

2. COMPENSATION:

Calls. CONTRACTOR will pay STATE commission (the "Commission") based on the Gross Revenues that we earn through the completion of 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 CONTRACTOR. CONTRACTOR 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 CONTRACTOR receives written objection within sixty (60) days after the Payment Date. The payment address is as set forth in the chart below. STATE shall notify CONTRACTOR in writing at least sixty (60) days before a Payment Date of any change in STATE'S payment address.

Facility Name and Address
North Dakota State Penitentiary 3100 Railroad Avenue Bismarck, ND 58501

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

*Further, as a result of the new Rates for Inmate Calling Services; Final Rule [47 CFR 64 – WC Docket No. 12-375; FCC 15-136] (the “New FCC Order”) published in the Federal Register on December 18, 2015 and partially stayed by the Washington D.C. Circuit Court of Appeals on March 7, 2016, effective June 20, 2016, the terms of the Contract shall be modified to reflect the following changes, unless the New FCC Order is additionally stayed or modified upon appeal. (CONTRACTOR is participating with other ITS carriers in a formal request for stay and appeal of the New FCC Order before the United States Court of Appeals, D.C. Circuit.) The applicable portions of the New FCC Order that were not stayed and that will go into effect on June 20, 2016 are as follows:

§ 64.6080 Per-Call, or Per-Connection Charges.

No CONTRACTOR shall impose a Per-Call or Per-Connection Charge on a Consumer.

§ 64.6090 Flat-Rate Calling.

No CONTRACTOR shall offer Flat-Rate Calling for Inmate Calling Services.

§ 64.6020 Ancillary Service Charge.

(b) No CONTRACTOR shall charge a rate for a permitted Ancillary Service Charge in excess of:

(1) For Automated Payment Fees— \$3.00 per use;

(3) For Live Agent Fee—\$5.95 per use.

COMPENSATION

Pay Now™. CONTRACTOR will compensate STATE at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

Text2Connect™. Text2Connect™ promotional calls are not commissionable, and CONTRACTOR will pay STATE a bonus payment of thirty cents (\$0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to your existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

EXHIBIT C: Initial Video Visitation Investment

Securus Inmate Services Platform - Price List

Type	Description	One Time / Recurring	Price/Unit	QTY	Total
Hardware	Video Visitation Terminals - Single Handset (Inmate)	One Time	\$ 4,000	33	\$ 132,000
	Video Visitation Terminals - Single Handset (Visitor)	One Time	\$ 4,000	0	\$ -
	Video Visitation Terminals - Dual Handset (Visitor)	One Time	\$ 4,250	14	\$ 59,500
	Mobile Cart, Including UPS Battery Backup	One Time	\$ 1,440	0	\$ -
Installation and Implementation (Software Application is one time per App, per contract)	Networking Wiring	One Time	\$ 500	47	\$ 23,500
	Electrical Wiring*	One Time	\$ 1,500	0	\$ -
	Hardware Installation	One Time	\$ 500	47	\$ 23,500
	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
	- Phone Call Application	One Time	\$ -	0	\$ -
	- Inmate Forms Application (Grievance)	One Time	\$ 10,000	0	\$ -
	- Inmate Handbook Application (.PDF)	One Time	\$ 3,975	0	\$ -
	- Third Party Vendor Commissary Application	One Time	\$ 3,975	0	\$ -
	- Website Education Application (URL)	One Time	\$ 10,000	0	\$ -
	- Inmate Videos Application (.MP4)	One Time	\$ 3,975	0	\$ -
	- Self-Op Commissary Ordering Application	One Time	\$ 3,975	0	\$ -
	- Emergency Visitation Application	One Time	\$ 3,975	0	\$ -
	- Inmate Sick Form	One Time	\$ 3,975	0	\$ -
Annual Subscription and Hosting Fee (per App, per Terminal, per year)	Securus Video Visitation Application	Recurring	\$ 250	47	\$ -
	Phone Call Application	Recurring	\$ -	0	\$ -
	Inmate Forms Application (Grievance)	Recurring	\$ 500	0	\$ -
	Inmate Handbook Application (.PDF)	Recurring	\$ 250	0	\$ -
	Third Party Vendor Commissary Application	Recurring	\$ 500	0	\$ -
	Website Education Application (URL)	Recurring	\$ 500	0	\$ -
	Inmate Videos Application (.MP4)	Recurring	\$ 250	0	\$ -
	Self-Op Commissary Ordering Application	Recurring	\$ 250	0	\$ -
	Emergency Visitation Application	Recurring	\$ 250	0	\$ -
	Inmate Sick Form	Recurring	\$ 250	0	\$ -
Misc.	Job Search Application (annual per App charge)	Recurring	\$ 6,500	0	\$ -
	Law Library Application (annual per App charge)	Recurring	\$ 8,000	1	\$ 8,000
	Annual Terminal Extended Hardware Maintenance	Recurring	\$ 500	47	\$ 23,500
	Recurring Telecom	Recurring	\$ 5,040	3	\$ 15,120
	Recording Retention (90 days)	One Time	\$ 300	99	\$ 29,700
	On-Site Training (per day)	One Time	\$ 2,000	2	\$ 4,000
				Term:	4
				One-Time Cost	276,175
				Annual License & Maintenance Cost (per year)	46,620
				Total Cost:	\$ 462,655
				Securus Investment:	\$ -
				Customer Investment:	\$ 462,655

* Customer responsible for electrical wiring

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

EXHIBIT D – Sample Scope of Work

The parties to this Statement of Work (SOW) are the State of North Dakota, Information Technology Department (STATE), and Securus Technologies, Inc. (CONTRACTOR).

To the extent that there is any inconsistency between this SOW and the Inmate Telephone and Video Visitation Contract beginning on November 1, 2016, the Contract shall control.

1. ACCEPTANCE PROCESS:

Upon completion of a deliverable, the parties shall follow the acceptance process in accordance with this Contract.

2. DELIVERABLE 1: PROJECT KICKOFF MEETING

a. Description:

CONTRACTOR shall coordinate with STATE to schedule an Initial Kickoff Meeting in **City Name**, ND, with the core planning team. CONTRACTOR Project Manager shall lead the meeting. The Initial Kickoff Meeting must facilitate the introduction of CONTRACTOR and STATE Core Project Team members and level-set understanding and awareness of project objectives, scope, governance, schedule and project risks and issues.

- 1) CONTRACTOR shall provide content to STATE for a detailed agenda in advance of the meeting, STATE shall finalize and send the agenda to invitees.
- 2) CONTRACTOR and STATE Project Manager shall introduce Project Sponsors, Project Steering Committee, core STATE and CONTRACTOR stakeholders.
- 3) CONTRACTOR and STATE shall facilitate the meeting, discuss and further define the following:
 - i. Effective project communication
 - ii. Project vision, background, purpose and objectives
 - iii. Project governance structure, project roles and responsibilities
 - iv. Preliminary Project Plan including scope and schedule
 - v. Initial risk assessment

b. Expectations of STATE:

- 1) STATE shall coordinate the logistics and co-facilitate the Kickoff Meeting.
- 2) STATE Project Sponsor and Project Team members shall participate in Kickoff Meeting.

c. Completion Date:

CONTRACTOR shall work with STATE to schedule the Kickoff Meeting within five (5) working days after the signing of this Contract to schedule the Kickoff Meeting. The Kickoff Meeting deliverable is due on **MM/DD/20YY**.

d. Acceptance Criteria:

For the acceptance of this deliverable to occur, the Project Kickoff Meeting results in:

- 1) Facilitation of Kickoff Meeting utilizing a clearly defined agenda

- 2) An introduction of critical CONTRACTOR and STATE resources assigned to the project
- 3) Review of Project Charter to include project governance and structure, roles and responsibilities, project purpose, objectives and scope
- 4) Review of communications approach and structure
- 5) Review and discussion of project risks and issues
- 6) Delivery of electronic feedback of meeting from CONTRACTOR

3. DELIVERABLE 2: PROJECT PLAN

a. Description:

CONTRACTOR shall participate, contribute, and collaborate with STATE, led by STATE's Project Manager, to develop a baseline Project Plan that provides, at a minimum, the following:

- 1) Management plans to control scope, schedule, cost and quality
- 2) An integrated change control process
- 3) A human resource management plan
- 4) A communication management plan
- 5) A risk management plan
- 6) An issue management plan
- 7) A procurement management plan
- 8) A detailed project schedule

b. Expectations of STATE:

- 1) STATE'S Project Manager shall be responsible for the final product.
- 2) The Project Plan shall follow STATE template.

c. Completion Date:

CONTRACTOR shall work with STATE within five (5) working days after the signing of this Contract to create the Project Plan. The Final Project Plan deliverable is due on ***MM/DD/20YY***.

d. Acceptance Criteria:

For the acceptance of this deliverable to occur, CONTRACTOR shall provide content to the STATE for the following sections of the Project Plan regarding all services, tasks, and products delivered by CONTRACTOR:

- 1) A mutually agreed upon detailed baseline scope and schedule for the project
- 2) Management plans to control scope, schedule, cost and quality, including the variance
- 3) The governance structure for the project
- 4) Quality assurance and quality control plans
- 5) An integrated change control process

- 6) A human resource management plan
- 7) A communication management plan
- 8) A risk management plan
- 9) An issue management plan
- 10) A procurement management plan
- 11) An implementation and transition plan
- 12) A system performance plan
- 13) A system security plan

4. DELIVERABLE 3: *TEMPLATE*

a. **Description:**

b. **Expectations of STATE:**

1)

c. **Completion Date:**

1)

d. **Acceptance Criteria:**

For the acceptance of this deliverable to occur, the following criteria shall be met:

1)

5. DELIVERABLE 4: FINAL ACCEPTANCE

a. **Description:**

b. **Expectations of STATE:**

1)

c. **Completion Date:**

1)

d. **Acceptance Criteria:**

For the acceptance of this deliverable to occur, the following criteria shall be met:

1)

6. DELIVERABLE 5: POST-IMPLEMENTATION REPORT

a. **Description:**

CONTRACTOR shall participate, contribute, and collaborate with STATE, led by STATE's Project Manager, to develop a Post-Implementation Report that provides, at a minimum, the following:

- 1) Key project metrics related to schedule, cost, scope, and quality

- 2) Business metrics related to project objectives and measurements as defined in the project charter
 - 3) Lessons learned from the project
 - 4) Success stories from the project
 - 5) Results of the Post-Project Implementation Survey
- b. **Expectations of STATE:**
- 1) STATE's Project Manager shall be responsible for the final product.
 - 2) The Post-Implementation Report shall follow STATE template.
- c. **Completion Date:**
- CONTRACTOR shall work with the STATE within five (5) working days after the product implementation to create the Post-Implementation Report. The final Post-Implementation Report deliverable is due on *MM/DD/20YY*.
- d. **Acceptance Criteria:**
- For the acceptance of this deliverable to occur, CONTRACTOR shall participate in the Post-Project Implementation Survey and provide content to the STATE for the Post-Implementation Report regarding all services, tasks, and products delivered by the CONTRACTOR:
- 1) Key project metrics related to schedule, cost, scope, and quality
 - 2) Business metrics related to project objectives and measurements as defined in the project charter
 - 3) Lessons learned from the project
 - 4) Success stories from the project

7. DELIVERABLE 6: CLOSEOUT MEETING

- a. **Description:**
- CONTRACTOR shall coordinate with STATE to schedule a Closeout meeting in *City Name*, ND, with the core project team and interested stakeholders. STATE's Project Manager shall lead the meeting, though the CONTRACTOR may be asked to present on certain agenda items. The Closeout Meeting must present the completed Post-Implementation Report and facilitate discussion of the project closeout:
- 1) CONTRACTOR shall provide content to STATE for a detailed agenda in advance of the meeting, STATE shall finalize and send the agenda to invitees.
 - 2) CONTRACTOR shall provide STATE any required information for STATE's Project Manager to present the Post-Implementation Report.
- b. **Expectations of STATE:**
- 1) STATE shall coordinate the logistics and facilitate the Closeout Meeting.
 - 2) CONTRACTOR and STATE shall expand upon the success stories and lessons learned captured from the survey, and discuss and document further details related to the lessons learned to provide comprehensive information to future projects

c. **Completion Date:**

CONTRACTOR shall work with the STATE within five (5) working days after the product implementation to schedule the Closeout Meeting. The Closeout Meeting deliverable is due on *MM/DD/20YY*.

d. **Acceptance Criteria:**

For the acceptance of this deliverable to occur, the Closeout Meeting results in:

- 1) Completion and confirmation of the Post-Implementation Report deliverable
- 2) Comprehensive lessons learned and success stories valuable to future projects

8. EQUIPMENT, MATERIALS, AND WORKSPACE – RESOURCES PROVIDED BY PARTIES

For periods during which the parties mutually agree that CONTRACTOR's assigned staff is on site:

- a. On site means *list agency physical location address*.
- b. STATE agrees to provide an adequate working space, when required.
- c. Equipment and software for on-site CONTRACTOR personnel is to be provided by *CONTRACTOR or Agency name*.

When STATE and CONTRACTOR agree that remote access to systems is required, STATE shall provide the necessary supervised remote access security to enable CONTRACTOR access to the appropriate STATE systems.

9. RETAINAGE

All deliverable payments shall be subject to *number*% retainage. Retained amounts due to CONTRACTOR shall be paid upon Final Acceptance.

10. LIQUIDATED DAMAGES

- a. Failure to Complete Deliverable on Schedule:

If CONTRACTOR fails to complete a Deliverable identified in this SOW by the specified deadline (or revised deadline as agreed upon between the parties through the Integrated Change Control Process), CONTRACTOR shall pay liquidated damages to STATE in the amount of \$ *<amount>* per calendar day for each day the Deliverable is delayed.

- b. Failure to Complete Project on Schedule:

If CONTRACTOR fails to complete the project per the approved project schedule by the specified deadline (or revised deadline as agreed upon between the parties through the Integrated Change Control Process), STATE will deduct liquidated damages from amounts payable to CONTRACTOR in the amount of \$ *<amount>* per calendar day for each day the project is delayed.

11. PROJECT DELIVERABLE PAYMENT SCHEDULE:

Note: The Project Kickoff meeting and the Project Plan dates should be defined by the Contract signing and entered into the table. All deliverables with payments associated to them must be in the following table.

The following table defines all payment points. After completion of the Project Plan, this table will be amended with all dates filled in.

#	Deliverable	Start	Finish
1	Project Kickoff Meeting	<i>date</i>	<i>date</i>
2	Project Plan	<i>date</i>	<i>date</i>
3			
4			
X	Final Acceptance		