



14651 Dallas Parkway, 6th Floor
Dallas, Texas 75254
www.securustech.net

June 28, 2011

Keilen Harmon
Walla Walla County Sheriff's Department
240 West Alder Street
Walla Walla, WA 99362

Dear Superintendent Harmon:

Enclosed, please find an executed copy of the First Amendment between Walla Walla County Sheriff's Department and SECURUS Technologies.

We would like to thank you at this time for continuing to choose SECURUS as your inmate phone provider.

Should you need further assistance, please contact your SECURUS Representative.

A handwritten signature in blue ink that reads 'Valerie Strzelecki'. The signature is written in a cursive style with a large, stylized 'V' and 'S'.

Valerie Strzelecki
SECURUS Technologies
Contracts Administrator
Accounting Department

FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

This **FIRST AMENDMENT** ("FIRST Amendment") is effective as of the last date signed by either party ("FIRST Amendment Effective Date") and amends and supplements the Master Services Agreement by and between the Walla Walla County Sheriff's Department ("Customer") and Securus Technologies, Inc. (f/k/a Evercom Systems, Inc.) ("we," "us," or "Provider") with an Effective Date of February 19, 2010.

WHEREAS, Customer desires and Evercom agrees to modify the calling rates charged under the current Agreement;

NOW, THEREFORE, as of the FIRST Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree that the calling rates set forth in the chart below shall apply.

LOCAL					SURCHARGE * \$ 2.50	
RATE	DAY		EVENING		NIGHT/WEEKEND	
	EACH		EACH		EACH	
	INITIAL	ADD'L	INITIAL	ADD'L	INITIAL	ADD'L
MILEAGE	MINUTE	MINUTE	MINUTE	MINUTE	MINUTE	MINUTE
0-99999	0.2500	0.2500	0.2500	0.2500	0.2500	0.2500

INTRALATA INTRASTATE					SURCHARGE * \$ 2.50	
RATE	DAY		EVENING		NIGHT/WEEKEND	
	EACH		EACH		EACH	
	INITIAL	ADD'L	INITIAL	ADD'L	INITIAL	ADD'L
MILEAGE	MINUTE	MINUTE	MINUTE	MINUTE	MINUTE	MINUTE
0-99999	0.2500	0.2500	0.2500	0.2500	0.2500	0.2500

INTERLATA INTRASTATE					SURCHARGE * \$ 2.50	
RATE	DAY		EVENING		NIGHT/WEEKEND	
	EACH		EACH		EACH	
	INITIAL	ADD'L	INITIAL	ADD'L	INITIAL	ADD'L
MILEAGE	MINUTE	MINUTE	MINUTE	MINUTE	MINUTE	MINUTE
0-99999	0.2500	0.2500	0.2500	0.2500	0.2500	0.2500

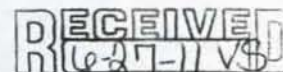
INTERLATA INTERSTATE					SURCHARGE * \$ 2.50	
RATE	DAY		EVENING		NIGHT/WEEKEND	
	EACH		EACH		EACH	
	INITIAL	ADD'L	INITIAL	ADD'L	INITIAL	ADD'L
MILEAGE	MINUTE	MINUTE	MINUTE	MINUTE	MINUTE	MINUTE
0-99999	\$ 0.2500	\$ 0.2500	\$ 0.2500	\$ 0.2500	\$ 0.2500	\$ 0.2500

* Per call charges include standard Voice Biometrics fees

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

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

[SIGNATURE PAGE FOLLOWS]



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

WALLA WALLA COUNTY SHERIFF'S DEPARTMENT

SECURUS TECHNOLOGIES, INC.

By:

Name:

Title:

Date:

Keen Harmon
Superintendent
6/22/11

By:

Name:

Title:

Date:

Robert Pickens
Chief Operating Officer
6-27-11

Please return signed amendment to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0410



SECURUS
TECHNOLOGIES

**FIRST AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by a party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement dated February 18, 2010 ("Agreement"), by and between the Walla Walla County Sheriff's Office ("Customer") and Evercom Systems, Inc.¹ ("Provider").

WHEREAS the parties desire and agree to amend the Agreement as described herein;

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

1. **TERM.** This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the term of the Agreement.
2. **SCHEDULE.** The paragraph in the Schedule of the Agreement entitled SECUREVOICE™ shall be extracted and replaced in its entirety by the following:

VOICE BIOMETRICS™

Voice Biometrics™ provides validation of inmate personal identification numbers (PINs) through voice verification technology for purposes of improved security and reduced potential of fraud and consumer harassment by inmates. Where installation of Voice Biometrics™ is requested by the Customer, a per call service charge of \$0.25 applies to intrastate calls and a per call service charge of \$0.40 applies to all interstate and international calls. The per call service charges are non-commissionable pass-through fees, and are in addition to the current calling rates and all applicable message charges, operator assistance service charges, and other miscellaneous service charges.

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

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

WALLA WALLA COUNTY SHERIFF'S OFFICE

SECURUS TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

Date: _____


EDWARD L. FREYER
UNDER SHERIFF
2/9/11

By: _____

Name: _____

Title: _____

Date: _____

Robert Pickens
Chief Operating Officer

Please return signed amendment to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

¹ Evercom Systems, Inc. has changed its name to Securus Technologies, Inc.

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

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SERVICE

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides, through its centralized net centric, VOIP, digital transmitted system, automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP provides the capability to (a) monitor and record inmate calls, (b) mark certain numbers as private to disable the monitoring and recording function, (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

COMPENSATION:

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

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Collect Commission Percentage	Revenue Base for Calculation of Commission	Payment Address
306 Walla Walla County Jail 240 W. Adler Walla Walla, WA 99362	SCP	36%	GROSS	Walla Walla County Sheriff's Office P.O. Box 518 240 W. Adler St Walla Walla, WA 99362

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

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

WORKSTATION REQUIREMENTS	
Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed

Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
INTERNET ACCESS REQUIREMENTS	
DSL or Cable Modem	Data Rate: 1.5 Megbits downstream and 384Kbits upstream, minimum NOTE: You are required and responsible for obtaining and installing anti-virus and firewall protection software for connectivity to and from the Internet.

SERVICE LEVEL AGREEMENT

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

1. **Outage Report; Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@Evercom.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, prior to any Technical Support outage. For your calls to Technical Support, the average monthly call answer time is generally 120 seconds or less.

2. **Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

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

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

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. **Response Process.** In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. **Performance of Service.** All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. End-User Billing Services and Customer Care. Our Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

TRUST CALLING

DESCRIPTION:

Trust Calling is an alternate calling option that allows inmates to use funds in an inmate trust account to pay in advance for phone calls made to friends and family members whose called numbers are approved by Customer. When an inmate calls a phone number, the charges for that call are debited from the balance in the inmate's trust account either directly or from a balance of a previously purchased block of phone time from the trust account, depending on the customer's trust/commissary vendor. Notwithstanding, Evercom will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project; (ii) any of Customer's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Evercom's control.

COMMISSARY ASSISTANT

DESCRIPTION:

Commissary Assistant (CA) consists of two applications:

1. Software that facilitates ordering commissary items through the phone system
2. Software that facilitates payment of calls from an inmate's trust account

The software will be included in the SCP platform at no charge to Customer; however, these applications will work only in cases where the commissary vendor and trust account vendor have developed and tested their respective software applications to Provider's Commissary Assistant package. This must be accomplished prior to Commissary Assistant activation.

For Commissary ordering by phone, Provider will collect a \$.30 transaction fee that will be paid from the inmate/commissary trust account. This fee is non-commissionable to the Customer.

PREPAID CALLING CARDS

PREPAID CALLING CARD SERVICES. The Customer hereby requests that all Prepaid Calling Cards shall be sold by the Customer's commissary operator identified herein to the inmates and detainees at the Facilities identified below.

COMPENSATION. The Customer understands and agrees Provider is neither responsible nor liable for any fees or other compensation agreed upon between Customer and its commissary operator, and Provider shall not interfere with any compensation agreement entered into between the Customer and its commissary operator.

VALIDATION. Each Prepaid Calling Card will be valid for no more than six (6) months from the date it is first used. The Prepaid Calling Cards are not returnable or refundable; all sales are final. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee on non-local calls.

CHANGE IN COMMISSARY OPERATOR. Customer shall notify Provider *in writing* of any change in the identity of the commissary operator, or if Customer wishes to resume the purchase and resale of Prepaid Calling Cards, which change shall be effective on the date that Provider receives the notice.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Commissary Operator Name and Address
Walla Walla County Jail 240 W. Adler Walla Walla, WA 99362	Swanson Services Corporation 12670 NE Marx Street Portland, OR 97230

SECUREVOICE™

SECUREvoice™/Voice Biometrics provides validation of inmate personal identification numbers (PINs) through voice verification technology for purposes of improved security and reduced potential of fraud and consumer harassment by inmates. Where installation of SECUREvoice™/Voice Biometrics is requested by confinement facilities, a per call service charge of \$0.25 applies in addition to all applicable message charges, operator assistance service charges and other miscellaneous service charges.

FIRST CALL CONNECT

DESCRIPTION:

FCC allows a brief conversation to occur during first call to a number that does not allow any traditional Collect Billing. After the brief conversation, the inmate Friend or Family member is connected to Billing Agent in an attempt to setup a billing arrangement.

E-IMPORTS

DESCRIPTION:

"E-Imports" is an application that offers automated PIN Management and eliminates the need for detention facility personnel to enter inmate profile information from the jail management system (JMS) into the inmate telephone system in cases where the use of a PIN for inmate calling is desired. With E-Imports, the SCP system imports inmate profile information from a detention facility's JMS when an inmate is booked, transferred, updated, or released.

CALLING RATE TABLES

Collect Rates

LOCAL

SURCHARGE \$ 2.50

RATE MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE
0-99999	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

INTRALATA INTRASTATE

SURCHARGE \$ 3.05

RATE MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE
0-99999	0.5000	0.5000	0.5000	0.5000	0.5000	0.5000

INTERLATA INTRASTATE**SURCHARGE \$ 4.20**

RATE MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE
0-99999	0.5900	0.5900	0.5900	0.5900	0.5900	0.5900

INTERLATA INTERSTATE**SURCHARGE \$ 4.35**

RATE MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE
0-99999	0.8900	0.8900	0.8900	0.8900	0.8900	0.8900

Debit Rates**LOCAL****SURCHARGE \$ 0.85**

RATE MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE
0-99999	0.1500	0.1500	0.1500	0.1500	0.1500	0.1500

INTRALATA INTRASTATE**SURCHARGE \$ 2.80**

RATE MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE
0-99999	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000

INTERLATA INTRASTATE**SURCHARGE \$ 3.20**

RATE MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE
0-99999	0.2000	0.2000	0.2000	0.2000	0.2000	0.2000

INTERLATA INTERSTATE**SURCHARGE \$ 3.40**

RATE MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE
0-99999	0.5000	0.5000	0.5000	0.5000	0.5000	0.5000


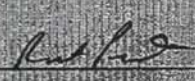
**Exhibit A: Customer Statement of Work
WALLA WALLA (WA)
SITE 04315**

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

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

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support seventeen (17) Phones, three (3) VPM sets, and storage for one (1) year/purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and will incur additional charges.

EXECUTED as of the Schedule Effective Date.

CUSTOMER	PROVIDER
Walla Walla County Sheriff's Office	Evercom Systems, Inc.
By: 	By: 
Name: <u>J. Michael Humphreys</u>	Name: Robert Pickens
Title: <u>Sheriff</u>	Title: Chief Marketing Officer
Date: <u>2/1/10</u>	Date: <u>2/19/10</u>

Please return signed contract to:

**14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254**

Attention: Contracts Administrator

Phone: (972) 277-0410

**Master Services Agreement
WALLA WALLA COUNTY (WA)
SITE 04315**

This Master Services Agreement (this "Agreement") is by and between the Walla Walla County Sheriff's Office ("Customer") and Evercom Systems, Inc., a Delaware corporation and a wholly owned subsidiary of SECURUS Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties, and shall be effective as of the last date signed by a party (the "Effective Date").

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

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

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

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

2. **Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of inmate related communications, including but not limited to voice, video and data (phone calls, video calls, messaging, prepaid calling cards, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents or subcontractors.

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

4. **Term.** The obligations of the parties under this Agreement are effective as of the Effective Date but the "Term" of this Agreement shall commence sixty (60) days thereafter [to allow for a reasonable installation period] and will continue for four (4) years thereafter. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.

5. **Service Level Agreement and Limited Remedy.** We are committed to providing you with reliable, high quality Applications, and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

6. **Software License.** We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

RECEIVED
12-17-10

7. Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

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

10. Indemnification. To the fullest extent allowed by applicable law but subject to the limitations in this Agreement, each party (the "Indemnifying Party") will, and does hereby agree to, defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) brought or claimed by third parties or by the Indemnified Party (collectively, "Claims") arising out of (i) a breach of either party's representations, warranties and/or covenants contained herein or (ii) the gross negligence or willful misconduct of, or intellectual property infringement or alleged intellectual property infringement by, the Indemnifying Party and/or its employees, agents, or contractors in the performance of this Agreement. The Indemnified Party shall notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section and the Indemnifying Party shall hereupon tender the defense of such Claims to the Indemnifying Party. The Indemnified Party shall cooperate in every reasonable manner with the defense or settlement of such Claims at the Indemnifying Party's expense. The Indemnifying Party shall not be liable under this section for settlements of Claims finalized solely by the Indemnified Party unless the Indemnifying Party has approved such settlement in advance or unless the defense of such Claims has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics. The Provider agrees to indemnify the Customer against any and all damages, loss, cost, claim, liability, injury (to persons and property) and expense brought or claimed by third parties or the Customer's Facility (collectively, "Claims") arising out of or related to the Provider's failure to comply with the instruction it receives from the Customer, and all laws and regulations governing the Provider. The Customer agrees to indemnify the Provider against any all Claims arising out of or related to the Customer's or the Customer's Facility's failure to comply with all laws and regulations governing it. The Customer further agrees to indemnify the Provider against any and all Claims arising out of or related to any and all measures the Customer or its Facility implements in its sole discretion, which affects the inmates' accessibility to the Equipment and usage thereof.

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

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

pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

14. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

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

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

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

18. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received prior to such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

CUSTOMER	PROVIDER
Walla Walla County Sheriff's Office	Evercom Systems, Inc.
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Name: <u>Michael Humphreys</u>	Name: Robert Pickens
Title: <u>Sheriff</u>	Title: Chief Marketing Officer
Date: <u>2/1/10</u>	Date: <u>2/1/10</u>
Customer's Notice Address and Phone Number:	Provider's Notice Address:
<u>P.O. Box 510-240 W. Alder St</u>	14651 Dallas Parkway, Suite 600
<u>Walla Walla, Washington 99362</u>	Dallas, Texas 75254
Phone: <u>(509) 527-3277</u>	Attention: General Counsel
<u>524-5700</u>	Phone: (972) 277-0300
	Provider's Payment Address:
	14651 Dallas Parkway, Suite 600
	Dallas, Texas 75254
	Attention: Accounts Receivable

Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0410