

AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 ("COUNTY") and Securus Technologies, Inc., a corporation organized and existing under the laws of the State of Delaware and having its principal place of business at 14651 Dallas Parkway, Dallas, Texas 75254 ("CONTRACTOR").

The parties agree as follows:

1. TERM

This Agreement shall commence on September 1, 2015 and expire on August 31, 2020, unless cancelled or terminated earlier in accordance with the provisions of this Agreement.

2. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the System, Initial Product Bundle Options, Add-on Functionality, Services, Hardware and Software as further described herein.

A. The System. CONTRACTOR shall provide a telephone and email system branded, marketed and sold by CONTRACTOR, at the time of the execution of this Agreement, as Secure Call Platform (including, without limitation, the related hardware and software) (the "System" or "SCP") for use at COUNTY facilities including but not limited to the Hennepin County Public Safety Facility and the Hennepin County Adult Correction Facility (the "Facilities"). The System shall include but is not limited to the following SCP Reports/products/functionality:

- (i) SCP Facility Portal;
- (ii) SCP Standard Reports;
- (iii) Commission Report;
- (iv) E-imports.

B. Initial Product Bundle Options. COUNTY may, in its sole discretion, direct CONTRACTOR to develop and implement, at no cost or expense to COUNTY, the following Securus applications and/or investigative products, including but not limited to any or all of the following in accordance with Attachment 1:

- (i) Inmate Debit
- (ii) Commissary Order by Phone
- (iii) Securus Instant Mail
- (iv) THREADS™
- (v) Locations Based Services (LBS)
- (vi) Investigator Pro™

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BY:

(vii) Automated Information Services (AIS™)

(may, as applicable, collectively or individually be referred to as the "Initial Product Bundle Options").

Upon COUNTY's election to proceed with any or all Initial Product Bundle Options, the parties shall mutually agree to and document in a "Statement of Work" a detailed description of the Initial Product Bundle Option to be implemented, an implementation plan, assigned personnel, testing and acceptance protocols and other necessary terms. If the parties cannot mutually agree to said terms, COUNTY may terminate this Agreement upon notice pursuant to Section 15(A) or 15(F).

C. Add-on Functionality. COUNTY may, in its sole discretion, request that CONTRACTOR provide additional modules/functionality ("Add-on Functionality"). Add-on Functionality shall be arranged through the following administrative process:

(i) COUNTY may request Add-on Functionality in writing.

(ii) CONTRACTOR may refuse the request. Or CONTRACTOR may propose a "Statement of Work" setting forth, at least, a detailed description of the Add-on Functionality, an implementation plan, assigned personnel, testing and acceptance protocols and COUNTY's costs, expenses and the payments terms, if any, along with other necessary terms.

(iii) Each party's Contract Administrator (as defined herein) shall sign a final Statement of Work before any work thereunder may commence.

D. Services & Support. CONTRACTOR shall 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 set forth in Attachment No. 2 ("Services").

Services shall include but are not limited to all maintenance and support of the System, software, equipment, hardware and/or upgrades necessary: (i) to maintain the speed and efficiency of the System as first installed; (ii) to maintain compatibility with County systems; (iii) to accommodate increased call volume; and (iv) to provide additional inmate call stations or to provide additional staff work stations upon COUNTY's request. The costs of any such additional Services necessary to maintain and support the System software, equipment, hardware and/or upgrade shall be borne exclusively by the CONTRACTOR as part of Services.

E. Hardware and Software. "Hardware" shall mean equipment, inmate telephones, public telephones, dedicated lines, bridges, connections, concentrators, line cards, vaults, panels, multiplexers, computer servers, database servers and other call tracking, monitoring and recording equipment. Subject to the provisions regarding

CONTRACTOR's duties and obligations regarding Usage Data as set forth in Section 10 hereof, CONTRACTOR shall retain all right, title and interest in and to the Hardware and, accordingly, CONTRACTOR shall be solely responsible for all maintenance and repair of the same including but not limited to repair and/or replacement of Hardware as further described in this Agreement.

"Software" shall mean all software, applications, utilities and other related code, regardless of whether the aforementioned resides on COUNTY's computers, CONTRACTOR's computers or other hosted computers. Further, Software shall also include authentication tools, security features, origin policy, updates, enhancements, versions, releases, corrections, or any other modifications, improvement or enhancements provided as part of this Agreement. Updates do not include additional features and significant enhancements to existing features.

F. Software License. CONTRACTOR grants to COUNTY a fully paid-up, non-exclusive, non-transferable license: (1) to use the Software in connection with COUNTY's business, and (2) to use, modify, configure and display a reasonable number of copies of the Software and/or documentation for archival, testing, disaster recovery and other emergency purposes. This license authorizes use by all COUNTY employees, contractors, personnel and, as applicable, individuals using the Software and System to make calls or send emails.

The COUNTY acknowledges that CONTRACTOR asserts that the Software is proprietary and confidential, subject to the other applicable provisions of this Agreement. To the extent permitted by law, the COUNTY shall not sell, furnish, or disclose the Software, except as expressly authorized by the licenses herein or unless authorized in writing by CONTRACTOR.

All information captured by the System as a result of call-monitoring processes or other input by the COUNTY, including but not limited to voice recordings, phone numbers, or PIN numbers, are the sole property of the COUNTY.

CONTRACTOR shall make all call detail records available to the COUNTY upon COUNTY's request. Upon expiration or termination of this Agreement, CONTRACTOR shall provide the COUNTY with the ability to access all call detail records from COUNTY equipment and the COUNTY shall have the right to access this data for as long as they deem necessary. CONTRACTOR shall not distribute, reproduce, disseminate or otherwise transmit or share call detail records, voice recordings, phone numbers, or PIN numbers with a third party, except for billing purposes, without the express written permission of the COUNTY or as required by law.

Billing records and call detail records generated by the System shall remain the property of the CONTRACTOR. Any copies of the Software or the documentation which the COUNTY makes, pursuant to the exercise of its rights under this Agreement, shall bear

all copyright, trademark, and other proprietary notices included therein by CONTRACTOR. Notwithstanding the preceding sentence, the COUNTY may add its own copyright or other proprietary notices to any copy of the software and documentation to which the COUNTY has ownership rights as a result of the contract.

The COUNTY may not use, copy, modify, or distribute the Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as set forth in this Agreement. COUNTY may not reverse assemble, reverse compile, or otherwise translate the System. The COUNTY's license may not be transferred, leased, assigned, or sub-licensed without CONTRACTOR's prior written consent (which will not be unreasonably withheld), provided that the COUNTY may transfer the Software to other COUNTY locations or business affiliates as part of its business operations.

Where applicable, works of authorship created by CONTRACTOR for COUNTY in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act. All right, title and interest in all copyrightable material which CONTRACTOR may conceive or originate either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of COUNTY. CONTRACTOR shall assign to COUNTY all right, title, interest and copyrights in and to the copyrightable material. CONTRACTOR shall also, upon request of COUNTY, execute all papers and perform all other acts necessary to assist COUNTY to obtain and register copyrights in those materials.

CONTRACTOR warrants that, when legally required, CONTRACTOR shall obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any material supplied to COUNTY including, but not limited to, software, hardware, documentation, and/or any other item. CONTRACTOR further warrants that any material or item delivered by CONTRACTOR will not violate the United States copyright law or any property right of another.

G. System Definition. As applicable, the term System, as initially defined above, shall also include all Initial Product Bundle Options, Add-on Functionality, Hardware and Software, including but not limited to use of the term "System" in the context of CONTRACTOR's obligation to provide Services, warranties, intellectual property indemnification, the System payment model and other instances where, by their nature and implication, said definition should apply.

3. TESTING AND ACCEPTANCE

Each Initial Product Bundle Option and Add-on Functionality, if any, shall be tested to ensure conformity with the requirements, specifications, descriptions, procedures and testing protocols set forth in the applicable Statement of Work. Unless the Statement of Work expressly indicates otherwise, the following shall apply:

- (i) COUNTY shall have one hundred eighty (180) days to initially test;
- (ii) COUNTY shall provide a detailed description of any module/functionality/service that does not conform to/with the descriptions and specifications in the Statement of Work ("Non-conformity");
- (iii) CONTRACTOR shall have fifteen (15) days to correct a Non-conformity; and
- (iv) after notification by CONTRACTOR that a Non-conformity is corrected/resolved, COUNTY shall have one hundred eighty (180) days to resume and complete testing.

COUNTY may, at any time, notify CONTRACTOR in writing that an Initial Product Bundle Option or Add-on Functionality has been accepted ("Accepted" or "Acceptance"). If COUNTY does not identify a Non-conformity during the time allotted for testing, the Initial Product Bundle Option or Add-on Functionality shall be deemed "Accepted". Use of the System/Initial Product Bundle Option/Add-on Functionality during the testing period shall not constitute Acceptance.

Unless the parties otherwise agree, CONTRACTOR shall correct Non-conformity(s) at CONTRACTOR's sole expense.

If CONTRACTOR is unable to correct a Non-conformity within the allotted time: (1) COUNTY may extend the allotted time to a mutually agreeable date; (2) COUNTY may waive, alter or modify the Statement of Work's requirements, specifications, descriptions, procedures and/or protocols; or (3) the Parties may mutually agree upon an appropriate adjustment to the fees.

4. PAYMENT MODEL

~~During the term of this Agreement, CONTRACTOR shall provide the System at no cost or expense to COUNTY, including but not limited to any Initial Product Bundle Options~~ implemented by CONTRACTOR pursuant to the terms in Section 2. As good and valuable consideration, the receipt and sufficiency of which is acknowledged, CONTRACTOR shall retain the amounts generated by use of the System and collected directly from calls and emails made using the System, along with one-time credit-card set-up charges, pursuant to the Call Rate Structure set forth in Attachment No. 3. Said payment structure shall be full and final cost and expense to COUNTY and shall include all costs to provide the System and Service, including but not limited to, the equipment, Software, Hardware, third-party service fees, interface with commissary, delivery, installation, implementation, training, testing, reports and any other requirements listed in this Agreement.

For clarification and not limitation, the parties expressly acknowledge and agree that COUNTY's election to add any of the Initial Development Options are included in the foregoing and will be, if COUNTY so elects, included in the foregoing and will be provided at no cost or expense to COUNTY.

As applicable and as expressly set forth in a Statement of Work, if the parties agree that COUNTY shall make any payment to CONTRACTOR, CONTRACTOR shall present an invoice in the manner provided by law governing COUNTY's payment of claims and/or invoices. Payment shall be made within thirty-five (35) days from receipt of the invoice.

All invoices shall display a Hennepin County purchase order number and shall be sent to the central invoice receiving address supplied by COUNTY.

5. WARRANTIES AND SYSTEM OBLIGATIONS

CONTRACTOR represents and warrants that it is the lawful owner of the System or, to the extent it is not the lawful owner, that it has all rights necessary to provide the Hardware and to license the Software to COUNTY.

CONTRACTOR represents and warrants that the System shall not violate or in any way infringe any patent, patent application, copyright, trade secret, trademark, trademark application, or other proprietary or intellectual property rights.

CONTRACTOR warrants that the Hardware is compatible with the Software.

CONTRACTOR represents and warrants that the System shall perform in accordance with the descriptions and specifications in this Agreement at all times during this Agreement.

CONTRACTOR represents and warrants that the System, Hardware, Software and the media used to distribute it are and shall be free of: (1) code that may disrupt, damage, or interfere with COUNTY's use of its computers, systems and/or telecommunications, e.g., malicious code, viruses, etc.; and (2) devices that are capable of automatically or remotely stopping the Hardware or Software from operating, e.g., passwords, fuses, time bombs, etc; (3) other harmful code; (4) any "back doors" or "trap doors" which allow for bypassing any security features.

CONTRACTOR shall not alter or disable any hardware or software security programs residing on COUNTY's computers/network/systems. CONTRACTOR, for itself and CONTRACTOR personnel, shall comply with all of COUNTY's requirements in relation to the security of COUNTY's computing environment, facilities and otherwise. CONTRACTOR shall immediately notify COUNTY of any actual or suspected security breach.

CONTRACTOR shall install and use antivirus and firewall software per COUNTY standards on any computing device connecting to COUNTY's computers/network/systems. CONTRACTOR shall ensure that its personnel, including but not limited to employees, contractors or other personnel, agree, in writing, to protect and keep private and secure

access passwords and to not release passwords to any unauthorized individual. COUNTY may terminate said remote access at any time and for any reason.

CONTRACTOR shall provide competent individuals with the skills, knowledge and training necessary to perform Services for COUNTY under this Agreement. Said individuals shall operate and perform in a diligent and professional manner, in strict compliance with all performance specifications, and in accordance with generally accepted industry standards.

COUNTY shall have the right to remove any CONTRACTOR personnel in its sole discretion. COUNTY also has the right to ask that specific employees or personnel be assigned to the project.

Unless expressly set forth otherwise, each of the foregoing warranties is continuous in nature and will be deemed provided by CONTRACTOR on the effective date hereof, and through the term of this Agreement and, as applicable, thereafter.

6. INDEPENDENT CONTRACTOR

CONTRACTOR shall select the means, method, and manner of performing the services herein. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of COUNTY for any purpose. CONTRACTOR is and shall remain an independent contractor for all services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing services under this Agreement. CONTRACTOR's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or Minnesota Statutes, chapter 176 (which may be referred to as the "Workers' Compensation Act"), on behalf of any personnel, including, without limitation, claims of discrimination against CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

7. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- A. In accordance with COUNTY's policies against discrimination, CONTRACTOR shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of race, color,

creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.

- B. In accordance with Hennepin County Board Resolution, if this Agreement is for a sum over \$100,000 or is one of several current contracts with CONTRACTOR totaling more than \$100,000 or is amended to exceed \$100,000, then CONTRACTOR shall abide by COUNTY's Non-discrimination and Affirmative Action requirements for COUNTY contractors including, but not limited to, the following:

(B1) Affirmative Action Plan. CONTRACTOR shall:

(i) develop an Affirmative Action Plan within thirty (30) days after contract execution and submit the Initial Workforce Analysis (CC399), pursuant to paragraph (B2) below, to the Hennepin County Purchasing/Contract Services Division (P/CS); or

(ii) submit evidence of a current approved Affirmative Action Plan (AAP) from another governmental jurisdiction, as approved by P/CS, and submit an Annual Workforce Report (CC400) (the Initial Workforce Analysis is not required), pursuant to paragraph (B2) below, to P/CS; or

(iii) be granted an exemption for one of the following reasons:

1. Contract is for emergency or life safety related purchases;
2. CONTRACTOR has no facilities and has no more than one employee operating within the geographic boundaries of Hennepin County;
3. CONTRACTOR had an average of thirty (30) or fewer full-time/benefit-earning employees during the twelve (12) months preceding the submission of the bid, request for proposal or execution of contract;
4. Pursuant to Hennepin County Board policy, the County Administrator or designee granted an exemption.

CONTRACTOR shall keep the AAP current and available for review by COUNTY during the term of this Agreement and any extensions. COUNTY may, in COUNTY's sole discretion, visit CONTRACTOR's site(s) to determine compliance with these requirements. AAPs must include the following elements:

1. EEO Policy Statement;
2. Identification of a person responsible for EEO Coordination;

3. Harassment policy statement;
4. Initial Workforce Analysis (Form CC399);
5. Identification of the specific steps CONTRACTOR will take to achieve or maintain a diverse workforce and ensure non-discrimination;
6. List of recruitment sources; and
7. A plan for dissemination of CONTRACTOR's AAP and policy.

(B2) CONTRACTOR's Workforce Analysis/Reports obligations are as follows:

(i) CONTRACTOR shall submit an Initial Workforce Analysis (Form CC399) to P/CS within five (5) business days after contract execution. If CONTRACTOR fails to submit the Initial Workforce Analysis, COUNTY may withhold payment until CONTRACTOR complies.

(ii) If a P/CS review of CONTRACTOR's Initial Workforce Analysis determines there is under-representation of women and/or racial minorities based on local SMSA labor force availability data, CONTRACTOR shall identify measures to correct the deficiencies. If the deficiencies are not corrected to COUNTY's satisfaction, COUNTY may require CONTRACTOR to demonstrate that good faith efforts have been made to correct them or may exercise other remedies as provided in this Agreement.

(iii) At the end of each calendar year, CONTRACTOR shall submit an Annual Workforce Report (CC400) to P/CS for review.

- C. If CONTRACTOR fails to demonstrate good faith efforts to correct any identified non-discrimination and/or Affirmative Action deficiencies and/or fails to submit requested reports or information required by COUNTY and/or has engaged in discriminatory practices, COUNTY may consider this a violation of this Agreement and may exercise any remedies available to it in law or in equity, including, but not limited to, cancellation or termination of this Agreement.

8. INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly from any act or omission of CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services

required by this Agreement, and against all loss by reason of the failure of CONTRACTOR to perform any obligation under this Agreement.

For clarification and not limitation, CONTRACTOR's obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims, suits, actions or proceedings resulting directly from alleged infringement of any patent, patent application, copyright, trade secret, trademark, trademark application, or other proprietary or intellectual property rights copyright or any property right of another. If such a claim, suit, action or proceeding may endanger or disrupt COUNTY'S quiet use and enjoyment of the System, CONTRACTOR shall, at CONTRACTOR's sole expense, achieve the following results in the listed order of preference: (1) secure for COUNTY the right to continue using the System; or (2) replace or modify the System to make it non-infringing without degrading its performance or utility; or (3) refund all monies paid by COUNTY to CONTRACTOR under the Agreement, for any System functionality or for any Services that COUNTY is unable to use.

For further clarification and not limitation, CONTRACTOR's obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly from the employment or alleged employment of CONTRACTOR personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of the Data provisions or other obligations regarding data and information.

Notwithstanding the foregoing, or anything contained herein to the contrary, under no circumstances whatsoever will either party be liable for special, incidental, indirect or consequential damages, of any kind, including, without limitation, lost profits or losses resulting from business interruption or loss of data, even if the party has been advised of the possibility or likelihood of such damages, however caused and on any theory of liability arising out of this Agreement.

9. INSURANCE

A. With respect to the services provided pursuant to this Agreement, CONTRACTOR shall, at all times during the term of this Agreement and beyond such term when so required, have and keep in force the following insurance coverages:

	<u>Limits</u>
1. Commercial General Liability on an occurrence basis with contractual liability coverage:	
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000

Each Occurrence—Combined Bodily Injury and Property Damage	1,500,000
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2. **Workers' Compensation and Employer's Liability:**

Workers' Compensation	Statutory
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If CONTRACTOR is based outside the state of Minnesota, coverage must comply with Minnesota law. In accordance with Minnesota law, if CONTRACTOR is a sole proprietor, it is exempted from the above Workers' Compensation requirements. In the event that CONTRACTOR should hire employees or subcontract this work, CONTRACTOR shall obtain the required insurance.

Employer's Liability. Bodily injury by:	
Accident—Each Accident	500,000
Disease—Policy Limit	500,000
Disease—Each Employee	500,000

3. Professional Liability—Per Claim	1,500,000
Aggregate	2,000,000

The professional liability insurance must be maintained continuously for a period of two years after the expiration, cancellation or termination of this Agreement.

B. An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CONTRACTOR shall promptly submit copies of insurance policies to COUNTY.

CONTRACTOR shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder and as an additional insured for the liability coverage(s) for all operations covered under the Agreement. If the certificate form contains a certificate

holder notification provision, the certificate shall state that the insurer will endeavor to mail to COUNTY thirty (30) day prior written notice in the event of cancellation/termination of any described policies. If CONTRACTOR receives notice of cancellation/termination from an insurer, CONTRACTOR shall fax or email a copy of the notice to COUNTY within two business days.

CONTRACTOR shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If CONTRACTOR fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

CONTRACTOR waives all rights against COUNTY, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of CONTRACTOR.

10. DUTY TO NOTIFY

CONTRACTOR shall promptly notify COUNTY of any claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services contained in this Agreement. CONTRACTOR shall also notify COUNTY whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Agreement.

11. DATA

CONTRACTOR, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA). For clarification and not limitation, COUNTY hereby notifies CONTRACTOR that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. CONTRACTOR shall promptly notify COUNTY if CONTRACTOR becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA.

Classification of data as trade secret data will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" does not necessarily make it protected as such under any applicable law.

For purposes of these data ownership provisions, "Data" shall mean any information or data in any format or media, electronic or otherwise, that is collected, created, received,

maintained or disseminated by COUNTY, that is provided by, through or on behalf of COUNTY, its personnel, clients or affiliates, that is acquired by CONTRACTOR or CONTRACTOR personnel by virtue of access to COUNTY premises, personnel, clients, data or computers, or that is otherwise acquired in the course of performing under this Agreement.

Except as expressly provided in this Agreement, CONTRACTOR shall acquire no right, title or interest in any Data. CONTRACTOR shall use, control and safeguard Data in compliance with the terms of this Agreement including but not limited to the provisions of the MGDPA and/or HIPAA. Neither CONTRACTOR, nor any CONTRACTOR personnel, agents, employees, or subcontractors shall use, disclose or otherwise make available any Data during the term of this Agreement or at any time thereafter except as required to perform services for COUNTY hereunder or as required by law or with COUNTY's express written consent.

Data and information collected pursuant to the call tracking, monitoring and recording functionality shall be organized, stored and preserved in a manner and format agreed upon by the parties ("Usage Data"). Usage Data is and always shall be the sole and exclusive property of COUNTY, except for that data which is received by CONTRACTOR consisting of Customer Proprietary Network Information ("CPNI") to the extent required by law, but which the COUNTY will be provided with the right to use, access and copy in connection with the call recordings for calls initiated from the COUNTY facilities.

Upon expiration of this Agreement, termination of this Agreement for any reason, or upon COUNTY's request, CONTRACTOR shall provide COUNTY with a copy of the then-current Usage Data within fifteen (15) days.

Further, as directed by COUNTY in writing at any time during this Agreement or upon expiration or termination of this Agreement for any reason, CONTRACTOR shall irretrievably destroy any Usage Data that is specified by County.

As used herein, Usage Data is a subset of Data (as each term is defined) and shall be subject to the provisions herein regarding the same.

CONTRACTOR shall immediately notify COUNTY if any third-party subpoena or other legal process is served upon CONTRACTOR demanding disclosure of Data or Usage Data. CONTRACTOR shall cooperate with COUNTY in any lawful effort by COUNTY to contest the legal validity or scope of such subpoena or other legal process.

Further, CONTRACTOR shall comply with the terms of the Non-Disclosure Agreement, attached as Attachment 4 and incorporated by this reference.

12. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Agreement. CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

13. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations contained in the contract documents.
- B. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by CONTRACTOR, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement.
- C. CONTRACTOR shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions specified in this Agreement. CONTRACTOR shall make contracts between CONTRACTOR and subcontractors available upon request.
- D. As required by Minnesota Statutes section 471.425, subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from COUNTY for undisputed services provided by the subcontractor. CONTRACTOR shall pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, CONTRACTOR shall pay the actual penalty due to the subcontractor. A

subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including any attorney's fees, incurred in bringing the action.

- E. CONTRACTOR shall notify COUNTY in writing if another person/entity acquires, directly or indirectly, more than 50 percent of the voting power of the shares entitled to vote for directors of CONTRACTOR. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. COUNTY reserves the right to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to help assure the full performance of this Agreement.

14. MERGER AND MODIFICATION

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. This Agreement supersedes all other agreements, written or oral, including, but not limited to, any provisions in any "shrink-wrap" or "click-through" type agreements previously or subsequently provided elsewhere, and negotiations or oral representations made by or between the parties relating to the subject matter. Further, this Agreement supersedes any other license terms and conditions supplied by CONTRACTOR with the Hardware or Software or otherwise and the same shall have no effect and are superseded by the Agreement.
- C. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Warranties and System Obligations, Indemnification, Insurance, Merger and Modification, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

15. DEFAULT AND CANCELLATION/TERMINATION

- A. If CONTRACTOR fails to materially perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, it shall be in default. Unless CONTRACTOR's default is excused in writing by COUNTY or the CONTRACTOR is able to cure such default within fourteen (14) calendar days, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment, if applicable, until CONTRACTOR's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to CONTRACTOR.
- B. Upon cancellation or termination of this Agreement:
1. At the discretion of COUNTY and as specified in writing by the Contract Administrator, CONTRACTOR shall deliver to the Contract Administrator copies of all writings so specified by COUNTY and prepared by CONTRACTOR in accordance with this Agreement. The term "writings" is defined as any of the following that was created by CONTRACTOR pursuant to this Agreement:

Handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, or symbols, or combinations thereof.
 2. COUNTY shall have full ownership and control of all such writings. CONTRACTOR shall have the right to retain copies of the writings. However, CONTRACTOR shall not, without the prior written consent of COUNTY, use these writings for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such writings; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such writings.
- C. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONTRACTOR. Upon notice to CONTRACTOR of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due COUNTY from CONTRACTOR is determined. Following notice from COUNTY of the claimed breach and damage, CONTRACTOR and COUNTY shall attempt to resolve the dispute in good faith.

- D. Any remedies or resolutions set forth in this Agreement, including but not limited to express remedies for System Non-conformity(s), CONTRACTOR allowing unauthorized access to COUNTY computers or facilities or breach of warranty(s), as well as the remedies set forth above, shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- E. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- F. This Agreement may be canceled/terminated with or without cause by COUNTY upon thirty (30) day written notice. This Agreement may be canceled/terminated with or without cause by CONTRACTOR upon three hundred sixty five (365) day written notice. Upon such notice by either party and unless otherwise directed by COUNTY, CONTRACTOR shall immediately cease all efforts, services and work being performed on then pending Add-on Functionality.
- G. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, COUNTY shall not be obligated to pay CONTRACTOR any amount, payment, fees or other monies related in any manner, directly or indirectly, to CONTRACTOR's performance hereunder, including but not limited to any period in which CONTRACTOR provided the System. In the event CONTRACTOR has performed work toward Add-on Functionality with an established and agreed upon milestone payment structure, as established in a written Statement of Work pursuant to Section 2 hereof, COUNTY shall only be obligated to make such payments duly invoiced for then delivered and accepted milestone release or other deliverables and shall not be obligated to pay for any milestone release or deliverable that COUNTY has not accepted at the time of said notice. For clarification and not limitation, COUNTY shall not be obligated to make any payment for any performance or services performed including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.

16. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of

property); WARRANTIES AND SYSTEM OBLIGATIONS, INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA; RECORDS- AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

17. CONTRACT ADMINISTRATION

In order to coordinate the interaction between the parties so as to accomplish the purposes of this Agreement and to perform specific duties indicated herein, Candy Larson, or her designee shall be designated as COUNTY's "Contract Administrator") and shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and CONTRACTOR.

In order to coordinate the interaction between the parties so as to accomplish the purposes of this Agreement and to perform specific duties indicated herein, Bonnie Case, Major Account Manager, or his/her designee shall be designated as CONTRACTOR's "Contract Administrator") and shall manage this Agreement on behalf of CONTRACTOR and serve as liaison between CONTRACTOR and COUNTY.

18. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CONTRACTOR shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.
- B. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.

19. SUBCONTRACTOR PAYMENT

CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from the County for undisputed services provided by the subcontractor. CONTRACTOR shall pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, CONTRACTOR shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including any attorney's fees, incurred in bringing the action.

20. PAPER RECYCLING

COUNTY encourages CONTRACTOR to develop and implement an office paper and newsprint recycling program.

21. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to CONTRACTOR shall be sent to the address stated in the opening paragraph of this Agreement or if not stated therein, then to the address stated in CONTRACTOR's Form W-9 provided to COUNTY.

22. CONFLICT OF INTEREST

CONTRACTOR affirms that to the best of CONTRACTOR's knowledge, CONTRACTOR's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to CONTRACTOR, CONTRACTOR shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether CONTRACTOR will or will not resign from the other engagement or representation.

23. MEDIA OUTREACH

CONTRACTOR shall not use the term "Hennepin County", or any derivative thereof in CONTRACTOR's advertising, external facing communication and/or marketing, including but not limited to advertisements of any type or form, promotional ads/literature, client lists and/or any other form of outreach, without the written approval of the Hennepin County Public Affairs/Communications Department, or their designees.

24. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

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COUNTY ADMINISTRATOR APPROVAL

Reviewed by the County
Attorney's Office

Mike Bernard

Date: 9/11/15

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: [Signature]
County Administrator

Date: 9/11/15

CONTRACTOR - Securus Technologies, Inc.
CONTRACTOR warrants that the person who
executed this Agreement is authorized to do so on
behalf of CONTRACTOR as required by applicable
articles, bylaws, resolutions or ordinances*.

By: [Signature]

Printed Name: Robert Pinkens

Printed Title: President

Date: 8/31/15



*CONTRACTOR shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CONTRACTOR returns the Agreement to the COUNTY.

**Attachment No. 1
INITIAL PRODUCT BUNDLE**

Pursuant to the terms of the Agreement, COUNTY may, in its sole discretion, direct CONTRACTOR to develop and implement, at no cost or expense to COUNTY, any of the following applications and/or investigative products,

1. INMATE DEBIT

DESCRIPTION:

A "System Debit" account is a System created and managed, prepaid, inmate-owned account used to pay for inmate telephone calls. If COUNTY elects to develop and implement System Debit, System Debit shall perform the following:

- A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account.
- Friends and family members may also fund an inmate's Debit account via multiple points-of-sale.
- Funds deposited by friends and family members into an inmate's Debit account become property of the inmate.
- CONTRACTOR establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN").
- CONTRACTOR requires inmate to key in his/her System Debit PIN at the beginning of every Debit call in order to complete the call and pay for the call using the inmate's Debit account.
- COUNTY agrees to have the Debit module of CONTRACTOR's SCP Call Management System enabled for the Facilities to offer Debit account to inmates.
- COUNTY agrees to use CONTRACTOR's SCP User Interface or utilize integration with COUNTY's trust account system to process inmate's fund transfer requests.
- Creation and use of System Debit may be billed a Transaction Processing Fee as described in Attachment No. 3.

CONTRACTOR will not be responsible for any delays due to (i) COUNTY's failure to perform any of its obligations for the project; (ii) any of COUNTY's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of CONTRACTOR's control.

CONTRACTOR represents and warrants that System Debit accounts are created, administered and maintained, and that funds therein are held and distributed, pursuant to applicable state and federal law, including but not limited to, as applicable, laws regarding notices to account holders and other depositors, safeguarding funds and/or financial accounting.

INVOICING:

CONTRACTOR shall invoice COUNTY on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt.

2. COMMISSARY ORDER BY PHONE

DESCRIPTION:

The Commissary Order by Phone product allows an inmate to order and purchase commissary items using the inmate phone system by selecting an additional menu option on the phone system. If COUNTY elects to develop and implement Commissary Order by Phone, the parties agree that (i) COUNTY's commissary operator provides an interactive voice response system ("IVR") and a speed-dial number (800#) into the commissary's IVR; CONTRACTOR will work with COUNTY's commissary operator to set up and activate Commissary Order by Phone. Commissary Order by Phone users shall not be charged any amount, fee, cost or expense for use of Commissary Order by Phone.

3. SECURE INSTANT MAIL™

DESCRIPTION:

Secure Instant Mail™ allows friends and family members to initiate communication with an inmate. Similar to e-mail, communications are sent over the internet, delivered to the COUNTY for approval and, subject to COUNTY policy and procedure, may be distributed to inmates.

EQUIPMENT:

COUNTY is responsible for providing the following access/equipment:

- Internet connection with access to www.SecurusSIM.com
- PC
- Printer, including paper and toner
- If allowing reply messages, fax machine or scanner

The end user (sender) is required to set up a Secure Instant Mail™ account in order to use the Secure Instant Mail™ service. CONTRACTOR will deduct System email usage fees set forth in Attachment No. 3 from the friend and family member's account.

4. THREADS™

DESCRIPTION:

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

COMMUNITY FEATURE:

COUNTY may opt-in to the community feature. COUNTY may elect to opt-out of the community feature at any time. In the event COUNTY elects to opt-out of the community feature, the System shall block third-party access to data and block COUNTY's access to third-party data within three (3) days of COUNTY's election to opt-out. CONTRACTOR shall ensure that only duly licensed law enforcement/correctional facilities shall have access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. COUNTY acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

THREADS™ TERMS OF USE:

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

COUNTY understands and acknowledges that COUNTY may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. CONTRACTOR reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if CONTRACTOR determines in its sole discretion that the THREADS™ application and/or COUNTY's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, CONTRACTOR may, upon written notice, immediately terminate COUNTY's access to the THREADS™ application and shall have no further liability or responsibility to COUNTY with respect thereto.

4. CONTRACTOR DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. CONTRACTOR DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THREADS™ APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY COUNTY FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE THREADS™ APPLICATION OR THE UNAVAILABILITY THEREOF.

5. LOCATION BASED SERVICES

DESCRIPTION:

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

LBS TERMS OF USE:

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

Location-Based Services application. Moreover, if CONTRACTOR determines in its sole discretion that the Location-Based Services application and/or COUNTY's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, CONTRACTOR may, upon written notice, immediately terminate COUNTY's access to the Location-Based Services application and shall have no further liability or responsibility to COUNTY with respect thereto.

4. CONTRACTOR DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOCATION-BASED SERVICES APPLICATION. CONTRACTOR DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LOCATION-BASED SERVICES APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY COUNTY FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE LOCATION-BASED SERVICES APPLICATION OR THE UNAVAILABILITY THEREOF.

6. INVESTIGATOR PRO™

DESCRIPTION:

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice print enrollment process. This inmate voice print enrollment process will be the responsibility of COUNTY.

AUTOMATED INFORMATION SERVICES

DESCRIPTION:

CONTRACTOR will provide the Automated Information Services (AIS™) as described herein. The AIS™ application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform, as well as allow inmates' friends and families the ability to open or fund a pre-paid telephone account, an inmate phone account, or leave a voicemail. The application is accessed through a telephone IVR system. Once Facility staff has uploaded all required information, the system is able to automate information such as Commissary Balances (pending MIS system data flow); Charge Information; Court Appearance Dates, Times, Locations; Bond Amounts, Types; Projected Release Dates; and Visitation Eligibility, Times.

Automated Information Services 2.0 is configurable to meet the specific needs of COUNTY's Facilities. The standard option includes automation of inmate and Facility information to constituents who call Customer's existing main telephone number and to inmates at COUNTY's Facilities. The following are options and requirements available for AIS.

- ✓ Automation of inmate and Facility information to constituents (standard)
- ✓ Automation of inmate and Facility information to inmates (Securus ITS customers only)
- ✓ Ability to open or fund a Securus pre-paid telephone account (Required)
- ✓ Ability to fund an inmate phone account (Required)
- ✓ Ability to leave a voice mail (Required)
- ✓ Ability to provide for inmate information via InmateInfo.com

The application provides all information automatically without staff intervention 24/7.

The AIS™ Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an inmate providing a quick way for friends and family to initiate communication or deliver timely information to an inmate prior to a scheduled phone call or visitation. Friends and family will pay up to a \$1.99 usage fee for each voicemail they leave. AIS™ Jail Voicemails are not commissionable.

InmateInfo.com provides the features and benefits of AIS™ on the Web. InmateInfo.com allows friends and family members to search by facility and inmate to find the same inmate information AIS™ provides.

COUNTY agrees to implement all Required features above and to allow CONTRACTOR to expand the AIS™ services offering at any time during the Term of the Agreement upon thirty (30) days advance written notice to include additional constituent notification services provided through the AIS™ application.

**Attachment No. 2
SERVICE LEVEL AGREEMENT**

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 COUNTY will report the System Event to our Technical Support Department ("Technical Support"). COUNTY 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. CONTRACTOR will provide COUNTY commercially reasonable notice, when practical, and always at least forty-eight (48) hours before any Technical Support outage.

2. **Priority Classifications.** Upon the time CONTRACTOR becomes aware 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 or a System Event that adversely affects less than 5% of the System where a known solution or workaround exists.
"Priority 3"	Less than 5% of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. **Response Times.** Commencing upon the time CONTRACTOR becomes aware of a System Event, CONTRACTOR 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 COUNTY premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. **Performance of Service.** All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us 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, COUNTY may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

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

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

9. **Required IGR.** COUNTY is responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request CONTRACTOR will provide COUNTY with the specifications for the IGR. If COUNTY is unable to or does 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 your failure to provide the IGR.

10. **End-User Billing Services and Customer Care.** Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website www.securustech.net, by email at CustomerService@securustech.net, and by facsimile at 972-277-0714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. 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).

11. In the event any contacts identified herein change, including but not limited to telephone numbers, email addresses or escalation contacts, CONTRACTOR shall notify COUNTY in writing of updated contacts.

Attachment No. 3
BILLING STRUCTURE

As set forth in the Agreement, CONTRACTOR shall charge users of the System pursuant to the rates set forth below. Except as provided below, no other fees or cost shall be charged directly or indirectly to COUNTY, users of the System or their family or friends.

All rates and billing structures shall comply with all local, state and federal laws, as amended. The COUNTY shall incur no cost and shall be held harmless due to any changes in local, state, and federal laws. For clarification and not limitation, if, for example, a local, state or federal law or rate structure mandates that the maximum rate that can be charged is less than the rates set forth for Interstate Calls below, CONTRACTOR shall comply with said applicable law without any additional cost or expense to COUNTY and without any deterioration of the System or degradation of performance or services. The rates shall remain fixed during the term of this Agreement.

CONTRACTOR shall make all necessary changes to the System and service to accommodate any change in law or commission percentage.

As used herein, the following terms shall have the indicated meaning:

- Call: shall mean a call placed from the System that is successfully connected to a working phone.
- Intrastate Calls: shall mean calls from the System that are dialed to telephone numbers with a 651, 612, 763, 952, 507, 320, 218 and subsequently created Minnesota area code.
- Interstate Calls: shall mean calls from the system that are dialed to telephone numbers that do not have a 651, 612, 763, 952, 507, 320, 218 or subsequently created Minnesota area code.
- Collect Call: shall mean the call service whose charges are billed through the use of monthly invoices to the party receiving the call.
- Debit Payment: shall mean the System's prepaid, inmate-owned account used to pay for inmate telephone calls.
- System Debit Call: shall mean a call placed from the System where the System user chooses to fund the call by Debit Payment.
- Gross Revenues: shall mean all gross billed revenue directly related to completed Collect Calls and System Debit Calls. Regulatory required fees and other items such as federal, state and local charges, taxes and fees, including transaction funding fees are excluded from gross billed revenue.
- Commission: shall mean the Commission percentage multiplied by the Gross Revenue, as defined.
 - CONTRACTOR shall implement, collect, maintain and pay said commission amount to COUNTY. Unless the parties otherwise agree, CONTRACTOR shall pay said commission amounts on a monthly basis and shall include an itemization showing the number of calls and minutes associated with the commission as well as identify the user that placed the call.
- System Email: shall mean the System provided email functionality.

Phone Calls

For Calls, the parties agree as follows:

1. Intra-state Calls. At any time during this Agreement, COUNTY may elect either Payment Model A or Payment Model B (below). Said election shall be made in writing by COUNTY's Contract Administrator, identified herein. Upon any such election, CONTRACTOR shall implement the elected Payment Model within sixty (60) days.

Payment Model A:

For Intra-state Collect Calls and Intra-state System Debit Calls: (i) CONTRACTOR may charge an amount not to exceed \$2.50 per Call; and (ii) CONTRACTOR shall pay COUNTY ninety-two percent (92%) Commission.

Payment Model B:

For Intra-state Collect Calls and Intra-state System Debit Calls: (i) CONTRACTOR may charge an amount not to exceed \$0.90 per Call; and (ii) CONTRACTOR shall pay COUNTY zero percent (0%) Commission.

The indicated not to exceed Intra-state per Call rate includes all taxes and fees. For clarification and not limitation and except for the Transaction Processing Fees described below, CONTRACTOR shall not apply any fee or charge any amount except for those set forth above.

2. Interstate Calls. For Interstate Collect Calls and System Debit Calls, CONTRACTOR shall charge \$.21 per minute or the rate made applicable by local, state and federal law, whichever is lower, plus government imposed taxes and fees. CONTRACTOR shall not pay COUNTY any amount for Commission.

Secure Instant Mail

For System Email, CONTRACTOR shall charge \$0.25 per email sent or received by and through the System, plus \$0.25 for photo.

Transaction Processing Fee:

If a friend or family member uses a credit/debit card to establish a client account, they will be charged the \$7.95 processing fee when the funds are charged to the card ("Transaction Processing Fee"). If a friend or family member uses a credit/debit card to add more funds to the client account, then a \$7.95 processing fee will be charged when the funds are charged to the card.

The inmate may create and use his/her System Debit account without any processing fee.

No Charge Calls and E-Mails

The COUNTY shall be allowed to provide no charge calls which are approximately 30% of all calls made or 10% of all call minutes. In 2013, the total no charge calls was 25.3% and 7.2% of all call minutes. CONTRACTOR shall allow no charge calls. CONTRACTOR shall also allow for no charge e-mails for internal professional communications with inmates. The COUNTY has no history of the number of no charge e-mails. The COUNTY will not be charged for any e-mails.

ATTACHMENT 4
Non-Disclosure Agreement

Pursuant to the terms of the Agreement, the parties agree as follows:

In accordance with the terms of the Agreement and as used in this Attachment 4, Non-Disclosure Agreement, CONTRACTOR (as further described below) may gain access to, certain data, information and documentation for the purpose of providing the System and services to COUNTY (the "Project").

References to CONTRACTOR shall include CONTRACTOR's personnel including but not limited to CONTRACTOR's employees, directors, officers, subcontractors, partners, volunteers and all other agents and representatives that may have access to Data (as defined below) or that may participate in or perform services related to the Project (said individuals may, collectively or individually, be referred to as "Personnel").

As used herein and as consistent with applicable law, "Data" shall mean any data, information or documentation in any format or media, electronic or otherwise (i) that is provided to CONTRACTOR by or on behalf of COUNTY; (ii) that is acquired by CONTRACTOR by virtue of access to COUNTY data, information, documentation, premises, personnel, clients, or computers; or (iii) that is otherwise acquired in relation to the Project. Further, as applicable throughout this Attachment, the term "Data" shall include any subset, portion, piece, view, duplication, copy, or sampling of any Data.

1. CONTRACTOR shall use, control and safeguard all Data in compliance with the terms of this Attachment. CONTRACTOR shall safeguard and protect all Data from unauthorized access. CONTRACTOR shall only use Data as directed by COUNTY and as reasonable and necessary for the Project. Except as required by law or as directed in writing by COUNTY: (i) CONTRACTOR shall not disclose, sell, market, distribute or otherwise make any Data available to any third-party; (ii) CONTRACTOR shall not use, copy, duplicate or replicate the Data for any use or purpose other than the Project; and (iii) CONTRACTOR shall not use, sell, exploit, or develop further the Data.

2. CONTRACTOR shall restrict access to Data to only those Personnel that need such access for the purpose of the Project. CONTRACTOR shall maintain a list of individuals to whom Data access is provided and shall make said lists available upon request.

3. Prior to receiving or acquiring any Data, CONTRACTOR shall advise any Personnel that may have access to Data of the obligations imposed by this Attachment. CONTRACTOR shall not permit any individual to access Data unless and until the individual has executed an agreement sufficient (i) to ensure compliance with the obligations herein; (ii) to protect and safeguard the Data; and (iii) to ensure protection of COUNTY's rights under this Attachment. CONTRACTOR shall make said agreements available upon request.

4. Nothing in this Attachment is intended to nor shall be construed as conveying to CONTRACTOR, either expressly or by implication, any right, title or interest in any Data including but not limited to any copyright, trade secret or other right, whether intellectual or otherwise.

5. As directed in writing by COUNTY, CONTRACTOR will promptly return or destroy all Data, including but not limited to all duly authorized shared copies of Data as well as CONTRACTOR's copies, duplicates, subsets, pieces or samplings thereof. Except to the extent directed by COUNTY to return or destroy Data, CONTRACTOR shall not be relieved of any obligation to maintain records as required by separate agreement with COUNTY.

6. For clarification and not limitation of the defense and indemnification obligations set forth in the Agreement, CONTRACTOR agrees to defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from: (i) CONTRACTOR's failure to duly use, control and safeguard Data; (ii) CONTRACTOR's prohibited use, distribution, disclosure or sharing of Data; (iii) CONTRACTOR's failure to comply with applicable law including but not limited to the MGDPA; (iv) CONTRACTOR's breach of or failure to comply with any provisions of this Attachment; and (v) any other liability or claims related to the Data, the Project or this Attachment.

7. CONTRACTOR acknowledges and agrees that it would be difficult to fully compensate the COUNTY or its constituents for damages resulting from the breach or threatened breach of the foregoing provisions and, accordingly, COUNTY will be entitled to seek injunctive relief, including without limitation temporary restraining orders, preliminary injunctions and permanent injunctions, to enforce such provisions. This provision with respect to injunctive relief will not, however, diminish CONTRACTOR's indemnification obligation or COUNTY's right to claim and recover damages.

8. The rights, duties and obligations established herein are in addition to the rights, duties and obligations set forth in the Agreement. Notwithstanding any provision in the Agreement, if there is a conflict between the terms of this Attachment and any other agreement, the terms of this Attachment shall prevail.

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