



Schedule of Services Agreement

This Schedule is between the Jackson County Sheriff's Office hereinafter referred to as "Customer," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider." This Schedule is part of and governed by the Master Service Agreement, the "Agreement", executed by the Parties. The terms and conditions of the Agreement are incorporated herein by reference.

The Customer's Facility names and addresses are (together, "Facility"):

Wesley Street Jail, 212 W. Wesley Street, Jackson, MI 49201

Chanter Road Jail, 1995 Chanter Road, Jackson, MI 49201

Provider and Customer agree to the following terms and conditions in connection with Provider's installation and provision of inmate communication services to Customer's Facility:

Inmate Telephone System

- 1. Customer grants to Provider the exclusive right to install and maintain Inmate Telephone Services within and throughout Facility, including for any future expansion of telephone service to buildings or locations under control of Facility, during the term of this Agreement.
2. Provider will allow each inmate at Customer's Facility one free telephone call per week, up to five (5) minutes in length, to satisfy the needs of indigent inmates.
3. After the weekly free call, Provider shall establish rates for telephone services as set forth below.

Table with 4 columns: Call Type, Collect, PrePaid Collect, PrePaid Debit. Rows include Local, IntraState, InterState, and International, all with a rate of \$0.19.

4. This Agreement includes all other premises, whether now existing (e.g., if a different vendor has a contract and equipment at such premises, this clause applies at the earliest termination opportunity) or subsequently acquired, under the control of Customer within Provider's service areas. Customer will advise Provider in writing, of newly opened, acquired, or available premises, promptly, and Provider can evaluate installation of its telephone services at these premises.

5. In consideration of the compensation paid to Customer under this Agreement, Customer expressly waives carrier selection rights, where applicable, and Provider expressly reserves the right to select and/or contract for the local, intraLATA and interLATA carrier selections for the telephones subject to this Agreement and intended for placement at Customer locations.



Smart Communications' Responsibilities (Inmate Telephone System)

6. Provider's telephone services and system are provided by way of Provider's Smart-EVO™ ITS terminals, which will be installed in quantities and at locations that are mutually agreed upon by both parties.
7. Provider shall service and maintain its telephone system and Smart-EVO™ ITS terminals at Provider's expense, except as otherwise agreed upon herein.
8. Provider shall comply with the Americans with Disabilities Act (ADA) for all equipment it provides.
9. Provider shall provide the Customer an annual review of revenue performance, facility service needs, and expansion requirements and will discuss with the Customer the appropriate action to be taken by Provider at the Customer's request.

Commissions and Payments

10. Provider agrees to pay Customer certain commissions collected from its inmate phone system. Said commission is based upon Customer's grant to Provider exclusivity for the services described herein, including secure two-way electronic messaging, video visitation, and entertainment.
11. Provider shall pay an annual commission to Customer in the amount of three hundred thousand dollars (\$300,000) from revenues generated by the use of its System.
12. For the first year, Provider shall pay Customer the full annual commission upfront within one week after Provider's system and services are installed and live. Starting in the second year, and continuing thereafter for the duration of the term, the annual commission shall be made in equal monthly payments of twenty-five thousand dollars (\$25,000). Monthly payments shall be made on or before the 15th of every month.
13. Commission schedule is based on rate caps as of the time Provider's proposal was made. To the extent the Federal Communications Commission (FCC) or other governing body changes allowable rates, Provider shall have the right to renegotiate commissions, which the parties agree to do in good faith.

Customer's Responsibilities (Inmate Phone System)

14. Customer agrees to provide adequate space for installation of Provider's Smart-EVO™ ITS terminals, and easy accessibility for inmate use during the normal operating hours. In the event Customer is not the owner of the premises, Customer shall, where necessary, obtain permission from the building owner or owner's agent for the placement of the ITS terminals, and shall be responsible for any fees for use of required riser cable and electric power.
15. Customer agrees to maintain the area around the ITS terminals and ensure safe and ready access by inmates.
16. Customer agrees to allow Provider access to perform maintenance during the established hours of accessibility as jointly agreed by the parties, except when access must be denied to ensure the safety of Provider service personnel and/or to maintain institutional control.
17. Customer agrees to allow Provider, with prior written approval of Customer, access to and use of house cable and inside wire at no cost, in order to install and provide telephone service. Any new house cable or inside wire required during the contract term will be at the sole expense of the Provider, unless otherwise negotiated with Customer.



18. Customer agrees that any relocation, expansion, addition, or removal of ITS hardware, equipment, or terminals, which would result in extraordinary expenses must be agreed to by Provider in advance of the cost being incurred or alternately, the cost be paid by Customer.

19. Customer agrees to exercise reasonable and ordinary care to prevent the loss through theft or damage to the ITS terminals and equipment from any source.

20. Customer agrees to, at its option, purchase and provide enclosures at its own expense for Telephones. In the event Customer elects to provide its own enclosures, Customer shall be responsible for installation and maintenance of said enclosures.

21. Customer represents and warrants that Provider's ITS system will be installed on property owned by the Customer, or if Customer is not the owner of the premises, Customer has obtained permission from the Facility's owner or owner's agent.

SmartTablet™ and Secure Network

22. The SmartTablet™ system and its entire supporting infrastructure are provided at no cost to Customer or inmates.

23. Provider will furnish the proprietary SmartTablet™ on a 1:6 inmate to tablet ratio based on the Average Daily Population ("ADP"). Sufficient reserve tablets shall also be provided. Customer shall determine which inmates have access to the SmartTablets™.

24. The SmartTablet™ is a custom, wireless, ruggedized and correctional grade tablet of our custom specifications that will connect to our secure network.

25. The SmartTablet™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure wireless network within the facility.

26. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

Distribution and Refurbishment Plan (SmartTablets™)

27. We will provide a tablet charging station and "home base" within each housing unit within the facility. These home bases will be permanently installed into a housing area (e.g. wall mounted). Each home base provides the necessary connections for charging the tablets, as well as a convenient storage location to ensure all tablets are accounted for during non-usage times.

28. Each tablet is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use a tablet. Individual tablets are not assigned to specific inmates. Any inmate in a given housing unit may use any tablet that is assigned to that housing unit. If a tablet that an inmate is using stops working, they can return it to a deputy for maintenance, and then take a different tablet and sign on and gain full access to their account and content. Provider will provide to the Customer a sufficient number of extra SmartTablets™ so that the available number of SmartTablets™ will always meet the approved ratio. In the event a tablet stops working, no longer holds a charge, is damaged, or is otherwise in need of service, facility staff can replace the malfunctioning tablet with a new working SmartTablet™. We will provide pickup and delivery of malfunctioning and replacement SmartTablets™ at no charge to the Sheriff's Office.

Damage (SmartTablets™)



29. The tablets provided are ruggedized for use in a correctional setting. They have been drop tested from two stories high to a concrete floor without damage; however, if an inmate is determined, they can be damaged enough to require repair. Should this occur, the facility will be required to fill out a damage report form. We will seek restitution from the inmate with the assistance of your agency. During the term of the contract, should the number of **intentionally** damaged tablets exceed 10% of the original provided tablet inventory for a given twelve (12) month period, the facility will be responsible for the cost of the new replacement tablets.

SmartInmate™ Electronic Messaging

30. Provider will provide a fully functional electronic messaging system for the inmates of the Customer's Facility (SmartInmate™). Provider is responsible for providing and installing all of the hardware, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be exclusively entitled to all revenue derived from electronic messaging and photo delivery.

31. Provider will provide at no cost to Customer the labor for the installation of the SmartInmate™ electronic messaging system.

32. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the electronic messaging system.

33. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the electronic messaging system at the Customer's Facility. These costs do not include the costs of the actual electrical power.

34. Provider will provide each inmate at Customer's Facility with credits for two (2) messages per week at no charge, to satisfy the needs of indigent inmates.

35. Customer shall have the capability of monitoring and reviewing all electronic messages and attachments sent through the electronic messaging system, except those messages deemed to be privileged under law between attorney and client. Further, Provider will maintain a record of all electronic messages sent through the electronic messaging system for a period of seven (7) years from the time the message is sent.

36. Friends and Family can access the electronic messaging and photo delivery system via the SmartInmate.com website.

37. Electronic Messaging. Each email message is billed at fifty cents (\$0.50), which corresponds to 50 credits.

38. Photo Delivery Service. Each approved photo is billed at one dollar (\$1.00), which corresponds to 100 credits.

Customer's Responsibilities (SmartInmate™ Electronic Messaging)

39. Customer will provide access to the Customer Jail Facilities and space within the Facilities, subject to operational security requirements, for Provider to install, network, and maintain the electronic messaging system. Emergency access to the system will be granted as needed Monday through Friday 8:00 am to 4:00 pm. Non-emergency access will be granted within twenty-four (24) hour notice by Provider.

40. Customer will include information regarding the SmartInmate™ messaging system in Facility's Inmate Handbook and in all other areas where information on the Inmate Telephone System is located.

41. Customer will provide information regarding the SmartInmate™ messaging system in at least one location next to the inmate mailing address on Customer's website, with a link to the SmartInmate.com website.



42. Upon completion of installation and appropriate system testing, Customer will allow the electronic messaging to go live within forty-eight (48) hours' notice of system availability.
43. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments. Provider will use this listing to ensure that each inmate is authorized to use only those kiosks and tablets appropriate to their housing assignment.
44. Customer will give prompt notice, in writing, to Provider of any trouble or irregularity in the functioning of the electronic messaging system, as a whole.

Patented MailGuard Postal Mail Elimination® System

45. Provider is the exclusive licensee of MailGuard®, the patented postal mail elimination system covered by U.S. Patent No. 1,0291,617 and multiple pending patent applications.
46. Provider shall provide its patented MailGuard Postal Mail Elimination® system at no cost to Customer. Provider's MailGuard® service converts regular incoming postal mail into an electronic document that is delivered to the inmate recipient via the SmartTablets™ within the Customer's Facility.
47. Provider shall provide all the equipment and support services to operate the MailGuard® system and transmit incoming routine postal mail into an electronic document to be delivered to the inmate on the SmartTablets™ or at no cost to Customer.
48. For purposes of this agreement, "routine mail" means all regular incoming correspondence between inmates, family and friends and excludes all legal mail, packages, books, magazines, periodicals and religious mail. All legal mail, packages, books, magazines, or other non-routine inmate mail will still be sent to Customer's Facility for delivery.
49. MailGuard® will only integrate with and transmit incoming routine mail to the SmartTablets™.
50. Provider is responsible for all the future costs associated with any modification, reconfiguration, or upgrade of the MailGuard® system at the Customer Jail Facilities. These costs do not include the costs of the actual electrical power.
51. MailGuard® shall become the Inmates' designated Agent to process and electronically deliver incoming routine inmate mail pursuant to Customer's mail policy which shall promote the intent of this Agreement.
52. Customer will instruct and publish on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system.
53. Provider shall be solely responsible for the cost of maintaining the Post Office Box designated by the Customer for incoming routine mail to be sent.
54. Provider will retrieve incoming routine mail from the designated Post Office Box and process and transmit that mail in an expeditious manner.
55. Provider will shred all processed mail after 30 days unless the Customer requests in writing to Provider that all of a particular inmate's mail must be stored.
56. The MailGuard® public website will allow inmates to log into their account and retrieve electronic copies of their processed incoming routine mail for thirty (30) days from the date of their release from the Customer's Facility.



57. Provider will maintain electronic records for a period of seven (7) years from the date of the inmate's release from the Customer's Facility. During the term of this Agreement and upon request, we will provide Customer with electronic copies of the requested record for the purpose of inspecting, examining, and auditing the Provider's records directly relevant to Customer's Facility.

58. MailGuard® will provide Customer with the capability of monitoring and reviewing all electronic mail sent through the MailGuard® system, except those messages deemed to be privileged under law between attorney and client.

Customer's Responsibilities (MailGuard®)

59. Customer shall be responsible for informing inmates and inmates' friends and family that all routine correspondence must be sent to the designated MailGuard® Post Office Box. Customer will include information regarding the MailGuard® system in the Inmate Handbook and in all other areas where information regarding the Inmate Mail Policy and Procedures are located.

60. Customer will provide information regarding Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures in at least one location next to the inmate mailing address on the Customer's website and very clearly state that all incoming routine mail MUST be mailed to the MailGuard® designated Post Office Box.

61. Customer will instruct on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system and display information regarding the Customer's incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures.

62. Should the Customer receive incoming routine mail instead of the designated Post Office Box, the Customer will be responsible for the delivery of said mail to MailGuard® for processing.

63. Upon completion of installation and appropriate system testing, Customer will allow the MailGuard® system to go live within forty-eight (48) hours' notice of system availability.

64. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments.

65. Customer will give prompt notice in writing to Provider of any trouble or irregularity in the functioning of the MailGuard® system.

Patented MailGuard Legal™ System

66. Provider is the exclusive licensee of MailGuard Legal™, the patented postal mail elimination system for legal mail.

67. Provider will provide, install, and maintain its patented MailGuard Legal™ Mail system, which will include a sufficient number of MailGuard Legal™ Mail Scanning Carts to handle the volume of legally privileged mail or other mail deemed to be legal mail (the "Legal Mail") to be processed by the Facility.

68. Customer acknowledges and agrees that Legal Mail must be opened in the presence of the inmate.

69. Provider will install and maintain its proprietary software and the additional infrastructure necessary to operate its patented MailGuard Legal™ system, at no cost to Customer.

70. The Legal Mail may be scanned in the presence of the inmate for electronic delivery to the inmate or printed to hard copy for physical delivery to the inmate, in accordance with Provider's patented MailGuard Legal™



system.

71. Customer understands and agrees that the MailGuard Legal™ system does not allow for any electronic copies of Legal Mail to be monitored, reviewed, or investigated.

72. Customer agrees to adhere to all applicable laws in order to maintain the privileged nature of privileged communications while using or supervising the inmates' use of Provider's patented MailGuard Legal™ Mail system.

Video Visitation

73. Provider will provide at no cost to Customer a fully functional video visitation system for the inmates of Customer's Facility. Provider is responsible for providing all hardware (i.e. tablets and kiosks), the software (including the operating systems and application software), and all networking requirements needed for operation of the system. Provider shall have the exclusive right over any other vendor to provide the services of and to derive revenue from remote video visitation.

74. Provider's video visitation system will be accessible to inmates via the SmartTablets™ devices and, if necessary, via video visitation kiosks that may be installed as agreed by the Parties.

75. Provider will provide at no cost to Customer onsite video visitation (public) kiosks and/or lobby kiosks in the quantity and at the locations as agreed by the Parties.

76. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the video visitation system, including any public or lobby kiosks.

77. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the video visitation system at Customer's Facility. These costs do not include the costs of the actual electrical power.

78. Provider will provide Customer with the capability of monitoring the video visitations, except those visitations deemed to be privileged under law between attorney and client. Provider will maintain a record of all parties of the video visitation system for a period of seven (7) years from the time of the visitation.

79. Friends and Family can access and purchase and schedule the video visitation sessions via the Smartjailmail.com website.

80. Remote video visitation will be billed at \$0.15 per minute, subject to change by mutual agreement of the parties.

81. Remote video visitation will be made available to inmates 7 days a week, in keeping with the same hours and time availability of the inmate phone system.

Grievances, General and Medical Requests

82. We shall provide at no cost to the Customer and Inmate electronic general and medical requests as well as well as electronic grievance forms via the SmartTablet™.

83. Our System presents Inmates with a list of available forms, and once a form has been selected and submitted, it is automatically routed to the appropriate person or department for processing.

Law Library



84. Provider shall provide access via the SmartTablet™ to a law library at no cost. The law library provides access to Federal and State statutes and case law, as well as a legal dictionary, practice manual, and other legal aides to assist inmates with researching material appropriate for their case.

Electronic Entertainment & Education

85. Provider shall provide access to its SmartEntertainment™ platform via the SmartTablet™ for streaming basic content (free) and premium content (at a rate of one cent (\$.01) per minute).

86. Provider will provide access to its extensive SmartEd™ educational platform via the SmartTablet™, where a full suite of Educational Programs can be made available.

Commissary Hosting and Integration

87. At Customer’s request, Provider will host Customer’s commissary vendor’s menu on Provider’s system, at no cost to Customer.

88. At Customer’s request, Provider will integrate with Customer’s jail management system (JMS) at no cost to Customer.

Customer Training

89. Upon the installation of Provider’s system, Provider shall provide Customer staff with extensive training for all services and features available to Customer pursuant to this Agreement. In addition, Provider will provide refresher or new training sessions to Customer staff as necessary, including as new staff is hired by Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: Jackson County Sheriff's Office

Provider: Smart Communications Holding, Inc.

By:

[Signature]
Name: James E. Stotwater

By:

[Signature]
Name: Jon Logan

Title:

Chairman County Commissioner

Title: CEO

Date:

1/5/2022

Date:

January 5, 2022

[Signature]
Sheriff