

EXHIBIT A – Statement of Work

This **Statement of Work ("SOW")** signed by the **Berkshire Sheriff's Office ("SDB" "You," or "Customer")** and **Securus Technologies, LLC ("Securus" or "Provider")** is made part of and governed by the 2020 contract agreement entered into by both parties (the "Berkshire Contract") and describes certain software, hardware, systems, and services (collectively, the "Application(s)") that will be provided by Securus to SDB. This Statement of Work may be extended or modified by adding overruling amendments to it, provided these are presented in written form, agreed upon, and signed by both parties. Customer's use of certain products pursuant to this SOW is also governed by the terms and conditions at <http://www.securustechnologies.tech/::producttermsofuse/>, which are incorporated herein by reference. This SOW will be coterminous with the Agreement ("SOW Effective Date").

BACKGROUND

SDB proposes to attach itself to the contract referencing MA DOC RFR, FOR A SECURE INMATE CALLING SYSTEM AND RELATED SERVICES, COMMBUYS Bid Number: RFR-BD-18-1044-EPS17-EPS1-19423 contract through March 2, 2028 ("MA DOC Contract"). All Securus responses to this solicitation are incorporated by reference including, but not limited to, the Technical and Cost Proposals. In the event of a conflict between the Berkshire Contract and the MA DOC Contract, the terms of the Berkshire Contract will take precedence.

1. Term. This SOW begins on the Effective Date and ends on March 2, 2028. The terms and conditions of this SOW will continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this SOW.
2. Grant of License from Customer to Provider. During the term of the SOW, Customer grants Provider the exclusive right and license to install, maintain, and derive revenue from the products and services at all correctional facilities under your authority now and in the future during the term of this SOW. Subject to the remaining terms and conditions of this SOW, during the term of the SOW, Provider will be the sole and exclusive provider inmate-related communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and inmate software applications (e.g., automated grievance filing system, law library, etc.) at all correctional facilities now or in the future under the authority of Customer and to the exclusion of any other third party providing such inmate communications and software, including without limitation, Customer's employees, agents, or subcontractors.
3. Ownership of Applications and Grant of License to Customer. Other than as specifically set forth herein, Provider does not grant or otherwise convey any license or other ownership right in or to its Applications or any technology or intellectual property rights associated with its Applications. Provider grants Customer a personal, limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Applications solely as contemplated by the SOW (the "Customer License").
4. Additional Terms of Customer License. In connection with the Customer License, Customer agrees that (a) it will not resell, assign, or otherwise transfer the Applications or any portions thereof; (b) it will only use the Applications for lawful purposes and will not transmit, retransmit, or store material associated with the Applications in violation of any federal or state laws or regulation; (c) it will not provide access to the Applications to third parties not affiliated with Hays County; (d) it will not connect the Applications to any products that Provider did not furnish or approve in writing; (e) it will not create derivative works based on the Applications; (f) it will not disassemble, reverse engineer, decompile, or otherwise attempt to reveal the code, trade secrets, or know-how underlying the Applications or allow any third party to do so; (g) it will not remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Applications; (h) it will be responsible for distributing and assigning licenses to its end users; and (i) it will monitor and ensure that its licensed end users comply with these terms.
5. Ownership and Use of Certain Data Associated With the Applications. Customer will own recorded inmate communications associated with the Applications (the "Customer Data"). During this SOW and for a reasonable period of

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time thereafter, we will provide you with access to the Customer Data. Customer grants Securus a perpetual, worldwide, non-exclusive, non-transferable right to use the Customer Data (the "Securus License").

6. **Third-Party Software.** You are the license holder of any third-party software products we obtain on your behalf in connection with the Applications. You authorize us to provide the third-party software and agree that we may agree to the third-party End User License Agreements ("EULAs") on your behalf. Your rights to use any such third-party software product will be limited by the terms of the applicable EULA. The deployment of certain features and functionalities within Provider's Applications which utilize third-party content or services may require a direct agreement between you and the third party as a condition which must be fulfilled prior to deployment.

7. **Private Communications.** You may designate certain communications (for example, attorney or clergy communications) as "Private" within certain of the Applications. You acknowledge and agree that you have the sole discretion, authority, and responsibility to designate certain communications as Private, and that we have no discretion, authority, or responsibility to make such designations, unless done so at your instruction.

CALL MANAGEMENT SYSTEM

Secure Call Platform: Secure Call Platform ("SCP") allows inmates to place calls through its centralized system without the need for conventional live operator services. SCP allows Customers to (a) monitor and record inmate calls; (b) prevent monitoring and recording of private calls; (c) limit the duration of calls; (d) maintain call detail records; (e) shut the System on or off; and (f) allow free calls. Provider will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. Provider will store call recordings for a period of 60 months from the date of recording. Customer may download and store call recordings during that period. Customer is solely responsible for preserving any call recordings beyond that storage period by downloading them to a separate storage medium.

Provider will provide the equipment needed to support the required number and type of phones and other components in connection with SCP. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

Provider will charge the rates specified in the following table:

ITS Calling Rate Table *

Destination Class	Customer Type	First Minute	Each Additional Minute
Local	Collect (Default)	0.21	0.21
IntraLATA/intrastate	Collect (Default)	0.21	0.21
InterLATA/intrastate	Collect (Default)	0.21	0.21
InterLATA/interstate	Collect (Default)	0.25	0.25
IntraLATA/interstate	Collect (Default)	0.25	0.25
InterLATA/interstate	Prepaid **	0.21	0.21
IntraLATA/interstate	Prepaid **	0.21	0.21
International	Prepaid **	0.50	0.50

* Plus applicable taxes and governmental fees

** Includes AdvanceConnect and Debit

Inmate Debit Option. SCP also includes the option to integrate Inmate Debit accounts. An Inmate Debit account is a prepaid, inmate-owned account utilized to pay for certain of Provider's services, and is funded either through a transfer from an inmate's trust/commissary account or through deposits from an inmate's friends and family. Once deposited in the Inmate Debit account, funds become property of the inmate. Inmate Debit accounts are associated with an inmate's personal identification number ("PIN"), and inmates are required to input their PIN at beginning of every Inmate Debit call.

INVOKING AND COMPENSATION:

Commission. Provider will not pay any Commission to Customer in connection with the inmate telephone system. Provider will invoice Customer 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.

ADVANCECONNECT SINGLE CALL

AdvanceConnect Single Call allows friends and family to pre-pay for a call from an inmate and, if deployed, hereby replaces Provider's Instant Pay Program. Using AdvanceConnect Single Call, consumers can fund the minimum required to complete the applicable call. Based on the actual duration of the call, AdvanceConnect Single Call transactions are rated at the per-minute rate (plus any applicable federal, state, and local taxes and transaction fees). AdvanceConnect Single Call calls are commissioned in the same manner as collect calls.

THREADS

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. Customer has elected to opt in to the community feature. Customer acknowledges and understands that data from its Facility or Facilities will be made available to the THREADS community for analysis and review.

The cost of THREADS™ was considered and included in offering the other terms contained herein.

INVESTIGATOR PRO

Investigator Pro uses continuous voice identification technology to identify the inmate(s) speaking on a call, detect certain three-way call violations, and help investigators find correlations among calls. Inmates must participate in a supervised voice model enrollment process. This inmate voice model enrollment process is the responsibility of Customer. Customer's use of Investigator Pro is governed by the JLG Technologies, LLC End User Software License Agreement located at <https://securustechnologies.tech/inro-terms-and-conditions/>, incorporated herein by reference.

The cost of Investigator Pro was considered and included in offering the Commission percentage and other terms contained herein.

ICER

The ICER system provides authorized users the means to detect intra- and inter-Facility inmate-to-inmate communications from multiple sources to generate targeted investigative leads.

The cost of the ICER system was considered and included in offering the Commission percentage and other terms contained herein.

TABLETS

Provider will deploy free basic community tablets to Facility. In addition to the free basic community tablets, Provider will offer personal rental tablets with premium content. Provider will work with Customer's commissary provider regarding the sale of earbuds.

Premium content may include, but is not limited to, songs, games, movies, and television episodes. Customer understands and acknowledges that premium content is subject to availability and may change at Provider's discretion. Premium content also may be subject to third-party licensing agreements with content providers. If Customer provides content for Provider to display on the tablets, Customer represents and warrants that it has obtained all necessary licensing and rights to display such content. Provider is not responsible and hereby disclaims any liability for any and all content of third-party applications and any documents, videos, or forms published by Customer or from outside sources.

For the 12-month period following the Effective Date, Provider will offer personal rental tablets at a promotional rate of \$5.00 per tablet per month plus applicable taxes/fees/surcharges. Provider will pay Customer 10% commission on the revenue earned through the purchase of premium content on those tablets; such commission is net of licensing and network costs and excludes applicable taxes/fees/surcharges. The subscription fee and premium content fees can be paid by using either Inmate Debit or a Tablet user account. The parties reserve the right to renegotiate the \$5.00 promotional rental rate and/or commissions earned if, after the initial 12-month period, Provider's Tablet-related costs exceed the revenue generated.

EMESSAGING

DESCRIPTION: Securus' eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and an inmate. Users purchase eMessaging "stamps," which are used to fund the transmission of an electronic message according to the following chart:

<u>Type of Message (When Available)</u>	<u>Number of Stamps</u>	<u>Notes</u>
Text Message	1 stamp per message	
Photo	1 stamp per photo	Limit of 5 photos per eMessage; 3 MB / photo limit
eCard	1 stamp per eCard	Limit of 5 eCards per eMessage
VideoGram	3 stamps per VideoGram	

Different types of attachments can also be combined in a single transmission.

The facility can access a web-based portal that enables message review, and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at www.securustech.net and must have a free Securus Online account to access. Approved messages and attachments are accessible by inmates through certain of Provider's technologies as agreed by Customer and Provider.

With Customer's agreement, Provider may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein.

COMPENSATION: Provider will provide eMessaging at no cost to Customer. Friends and family members can purchase a book of stamps in the following quantities:

<u>Number of Stamps in Book</u>	<u>Stamp Book Price (Plus transaction fees and all applicable taxes)</u>
5	\$2.50
10	\$5.00
20	\$10.00
50	\$25.00

Where available, using funds in an Inmate Debit account, inmates can purchase a book of stamps in the following quantities:

<u>Number of Stamps in Book</u>	<u>Stamp Book Price (Plus applicable taxes)</u>
1	\$0.50
2	\$1.00
5	\$2.50
10	\$5.00

Provider will pay Customer a commission of 20% on each redeemed stamp based on the Stamp Book Price (excluding any applicable taxes/fees/surcharges), which may differ from facility to facility. A stamp is considered "redeemed" when it is used to send messages. Provider will remit the payment for a calendar month to Customer on or before the 30th day after end of the calendar month in which the eMessaging stamps were redeemed (the "Payment Date"). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

GUARDED EXCHANGE SERVICES

Provider's subsidiary, Guarded Exchange, LLC, will deploy an offender communications monitoring system ("GEX System") designed to assist with identification of (1) suspicious or suggestive key words or phrases; (2) phrases that suggest threats to security of the Facility(s) and Facility personnel; and (3) criminal activity in and outside of the Facility(s).

The GEX System will analyze a selected subset of inmate communications originating from the Facility(s) (up to 2% of inmate calls), including, as agreed, specific communications that match criteria provided by Customer (Targeted Requests). Guarded Exchange will provide reports to Customer that detail a breakdown of threat levels identified.



The cost of the GEX System was considered and included in offering the terms contained herein.

KIOSKS

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

PAYMENT SERVICES

Provider will provide the payment services as described in the attached Payment Services Rider to Contract.

<u>CUSTOMER:</u>	<u>PROVIDER:</u>
Berkshire Sheriff's Office	Securus Technologies, LLC
By: 	By: 
Name: <u>John J. Quinn, Jr.</u>	Name: Russell Roberts
Title: <u>Superintendent</u>	Title: Chief Growth Officer
Date: <u>6-11-2020</u>	Date: 06/22/2020

