

2019 2024

MASTER SERVICES AGREEMENT

This Master Services Agreement (hereinafter "Agreement") is made and entered into this 29th day of July, 2019 by and between Trousdale County, Tennessee Sheriff's Office ("Customer") of the one part and Pay Tel Communications, Inc., a North Carolina Corporation ("Pay Tel") of the other part,

WHEREAS, Customer and Pay Tel desire to enter into a long term relationship pursuant to which Pay Tel will act as the exclusive provider of enabled and secured inmate communications services to inmates as outlined in Exhibit A, such services generally originate or relate to communications within Customer Premises Facility (hereinafter sometimes "Premises" as identified in Exhibit B (hereinafter sometimes "Services")); and

WHEREAS, Customer understands the cost to Pay Tel associated with providing such Services and Customer agrees to cooperate and assist Pay Tel as set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations hereunder, the parties to this Agreement do hereby agree as follows:

1.0 AUTHORITY TO CONTRACT

Customer, acting in its proprietary capacity, warrants by its/their signature that the requisite approval has been obtained to bind any authority having jurisdiction over the Premises including the requisite authority sufficient to bind Customer to agreements of the size, nature and term covered by this Agreement.

2.0 LOCATION

2.1 This Agreement is for Services at or connected to the premises at the location or locations described in Exhibit B attached hereto (the "Premises") except as set forth below.

2.2 Customer acknowledges and agrees during the original or any renewed term of this Agreement that if Customer commences operations at any location other than the Premises described herein, Pay Tel shall have the exclusive right to provide Services at such new location(s) in accordance with the terms and conditions of this Agreement.

3.0 TERM

3.1 The term of the Agreement shall commence upon the first use of Services and shall continue for a period of five (5) years from that date. This Agreement shall be automatically renewed for successive two year (2) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 10.1 below.

3.2 Upon cancellation by Customer, Pay Tel has the right to match the financial and service conditions of any competitive proposal under consideration, and upon Pay Tel's written agreement to do so, it shall be entitled to retain the contract for an additional two (2) year term.

3.2 Unless specifically exempted in Exhibit A, Customer shall not allow any other party the right to supply the same or similar Services at the Premises during the original or any renewed term of this Agreement.

4.0 COMPENSATION

4.1 Customer agrees reasonably to assist Pay Tel in its efforts to prevent losses and fraud and

further agrees to aid in the prosecution of any perpetrators of fraudulent activity whether such perpetrators are located inside or outside the Premises.

4.2 The parties acknowledge and understand that this Agreement is subject to the provisions of state and federal laws and regulations, and Pay Tel can only provide Services in compliance with all applicable rules and regulations, including those rules and regulations promulgated by the Federal Communications Commission ("FCC") and state Public Utility Commissions ("PUCs"). If there are any changes or new interpretations of existing laws or regulations by the FCC, PUCs or any other governmental body that conflict with the terms of this Agreement, the parties hereto understand and agree that the provisions of this Agreement will need to be amended to conform to those legal requirements. If Pay Tel is aware of the likely passage or promulgation of any material change to law or regulation, it will endeavor to give as much notice as possible of the pendency of such change. As soon as Pay Tel has actual notice of any change that materially affects the terms of this Agreement, it will provide Customer at least twenty (20) days prior written notice of any change that will require amendment of this Agreement. If Customer objects to any such change in writing within twenty (20) days of receipt of notice, Customer's objection will be resolved by application of the dispute resolution provision of Section 8.2. During the pendency of the dispute, however, any proposed amendment made to conform to state or federal law will be deemed to be in effect.

4.3 Pay Tel will make compensation payments as set forth in Exhibit C. This Exhibit C will be modified in the event of a material change in the operation of the facility as further described in Section 4.4

4.4 Any compensation required to be paid under this Agreement is based on information provided by Customer and contingent on the cooperation of Customer as well as Customer's vendors whose services affect Pay Tel's ability to earn revenue. Customer understands and agrees that any material change to this cooperation or events as set forth in this section may constitute a material change to the information upon which Pay Tel reasonably relied to set the compensation rates set forth in this Agreement. If there is a material change in cooperation or regulations that affect this Agreement, Pay Tel and Customer will work together to modify the terms of this Agreement in light of both the Customer's and Pay Tel's respective interests.

The following list provides examples of items that will affect the generation of revenue for Customer and Pay Tel,

1. A sustained reduction in Inmate population.
2. Unreasonable restriction of inmate access to Pay Tel Services during normal awake hours (even restrictions imposed for security or disciplinary purposes.)
3. Other restriction of Pay Tel's ability to provide comprehensive inmate communications Services defined in Exhibit A.
4. Interference or lack of cooperation by Customer-selected-vendors such as the provider of Jail Management Software and/or Commissary companies whose lack of cooperation, for example, would inhibit Pay Tel's ability to commence or fully implement the installation of its equipment or provision of services to enable real-time transfer of money for the purpose of debit calling and/or messaging,
5. Lack of availability of products or services anticipated by this Agreement.
6. Any other action by Customer or Customer-selected vendors that unreasonably impede the use of Pay Tel equipment and Services by Inmates.
7. Regulatory changes that prohibit or mandate current pricing for Services.

5.0 COOPERATIVE PURCHASING

To the extent other County Boards, Sheriff's Offices, Regional Jail Authorities or Corrections Departments within the state of Tennessee ("Similar Parties") may desire to obtain services as

generally described in this Agreement, that such Similar Parties may elect to enter into an agreement with Pay Tel for similar services. Exact terms may be adjusted as necessary to meet the unique requirements of each organization.

6.0 EQUIPMENT AND SERVICES PROVIDED BY PAY TEL

6.1 Pay Tel will provide, install and operate equipment at the Premises necessary to provide the Services set forth in Exhibit A attached hereto.

6.2 The placement of any equipment to be provided at the Premises will be determined by Pay Tel in consultation with the Customer and may be adjusted as necessary.

6.3 In the event that Pay Tel has agreed to provide limited free services, such services are understood to be provided only as set forth in Exhibit D. Paragraph 4.4 is incorporated into this paragraph by reference.

6.4 Unless otherwise provided in Exhibit C, all Services will be provided by Pay Tel at its expense.

6.5 Customer will provide space and necessary utilities to support the provision of Services.

6.6 Pay Tel will charge rates for all Services that are compliant with the FCC and any applicable PUC.

6.7 Any equipment provided by Pay Tel hereunder associated with the operation of the Services is agreed by Customer to be the personal property of Pay Tel and is not intended to be a permanent fixture. It is the express intention of both Customer and Pay Tel that such equipment is and shall continue to be personal property of Pay Tel. All equipment provided by Pay Tel in connection with its services will be removed by Pay Tel at the end of the term of this Agreement, including termination of this Agreement pursuant to Paragraph 8.1 hereof. Following termination for whatever reason, Pay Tel shall have the absolute right to recover its Equipment at any reasonable time wherever it is then located. Customer agrees to provide access and to facilitate such removal. Pay Tel shall repair any and all damage to the Premises by reason of removal of Pay Tel's equipment.

6.8 Pay Tel agrees to maintain its equipment in good operating condition, as further described in Exhibit E herein. In order to do so, Pay Tel shall have the right during normal business hours to enter the Premises to perform necessary maintenance and repairs as well as for purposes of inventory control. In order to trigger a service event, Customer must promptly notify Pay Tel of any malfunctions or loss of service.

6.9 Nothing herein shall require or obligate Pay Tel to perform maintenance or repairs to equipment that Pay Tel did not install or separately agreed in writing to repair or maintain.

6.10 Pay Tel agrees that its equipment will conform with all applicable local, state and federal requirements concerning the provision of Services to those with disabilities as defined by the Americans With Disabilities Act (hereinafter the "ADA"). Customer shall cooperate with Pay Tel to ensure compliance with all access requirements contained in applicable local, state and federal regulations relating to those with disabilities as defined in the ADA.

7.0 LIMITED LICENSE

In order to allow Services, Customer hereby grants to Pay Tel's employees and to the company a limited license to act under its law enforcement authority to record and manage inmate communications. Call recordings, emails or other electronic information ("Electronic Data") may be in Pay Tel's custody or control for periods of time and such custody and/or control shall be deemed under the authority of Customer's law enforcement personnel and any direction from

Customer to Pay Tel and its employees with respect to such Electronic Data shall be deemed to be under a limited license to provide such data to law enforcement officials or to use for legitimate business purposes. Pursuant to this Agreement, Customer grants to Pay Tel a perpetual limited license to a) comply with requests submitted to Pay Tel by any representative of Customer; b) disclose electronic data or physical forms of such data to Customer's representatives; c) utilize such data in order to perform functions necessary to provide Services; d) monitor such data to prevent fraud; e) monitor such data for equipment quality control and maintenance purposes; f) use the data in connection with legitimate business purposes; and g) Pay Tel will notify Customer's designated administrative contact of any requests to Pay Tel from Law enforcement or other authorities as soon as is practically possible.

8.0 Termination

8.1 Customer may terminate this Agreement in the event of an uncured material breach. Customer shall be required to give written notice to Pay Tel of any alleged material breach in strict conformance with Paragraph 10.1. Pay Tel shall have a right to cure any such breach within thirty (30) business days of receipt of written notice. This thirty (30) day cure period will be suspended and must be extended for an additional ninety (90) days if such cure has begun, is being diligently pursued but cannot reasonably be effected within the initial thirty (30) day period. Additional extensions may be granted by mutual agreement.

8.2 In addition to objections arising under Section 4.2, or if any state or federal legislative, regulatory, judicial or other legal action (a) materially affects any terms of this Agreement or the ability of Pay Tel to perform any terms of this Agreement, or (b) would make Pay Tel's compliance with its obligations under this Agreement, in Pay Tel's reasonable judgment, no longer economical or feasible, Pay Tel may provide written notice of such facts to Sheriff and the parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event negotiations are not resolved within forty-five (45) days of notice, either party may submit the dispute for resolution pursuant to section 10.6 of this Agreement or alternatively, Pay Tel may terminate this agreement on thirty (30) days' notice to Sheriff.

9.0 SUCCESSORS IN INTEREST

9.1 Customer agrees that Pay Tel shall have the right to assign this Agreement and that Pay Tel shall have the right to grant a security interest in this Agreement and in any of Pay Tel's equipment for use in providing Services. . This Agreement shall be binding upon the successors and assignees of both Customer and Pay Tel, including, without limitation, any financial institution providing financial accommodations to Customer or Pay Tel.

10.0 MISCELLANEOUS PROVISIONS

10.1 All notices required to be given under this Agreement and the attached exhibits shall be sent to Pay Tel and to Customer addressed as shown on the signature page of this Agreement. Notices shall be sent by certified mail, return receipt requested. The date of receipt shall be deemed to be the date of giving such notice.

10.2 This written document, including Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E shall constitute the entire understanding of the parties and all prior agreements and understandings are merged herein. This Agreement shall not be modified, changed or altered in any respect except in writing signed by Customer and Pay Tel.

10.3 This Agreement shall be construed in accordance with the laws of the State of Tennessee.

10.4 In the event that any paragraph or part of the agreement is held to be void or unenforceable under any law or regulation, all other paragraphs and subparagraphs hereof shall be deemed severable and remain in full force and effect.

10.5 The plural number as used herein shall equally include the singular and the masculine, feminine, and neuter genders are interchangeable as required by context.

10.6 Any and all claims or disputes arising out of or relating to this Agreement or the breach thereof shall be decided by binding arbitration in accordance with the commercial rules governing arbitration of the American Arbitration Association. The exclusive venue for such arbitration shall be Greensboro, North Carolina unless otherwise agreed by the parties. At the conclusion of this arbitration, the award may be confirmed and judgment entered by any court having jurisdiction over the parties.

11.0 LIMITATION OF LIABILITY

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, PAY TEL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF ANY CAUSE OR CIRCUMSTANCE INCLUDING WITHOUT LIMITATION, LOSS OR CORRUPTION OF ELECTRONIC INFORMATION DUE TO BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER FAULT OR CIRCUMSTANCE. FURTHERMORE, PAY TEL'S LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED THE AMOUNT OF COMPENSATION OTHERWISE DUE CUSTOMER DURING THE PERIOD IN QUESTION OR THE PRECEDING ONE YEAR PERIOD, WHICHEVER IS SHORTER.

This Agreement entered into as of the day and year first written above.

TROUSDALE COUNTY SHERIFF'S OFFICE

PAY TEL COMMUNICATIONS, INC.:

By: Ray Russell (Seal)

By: Vincent Townsend (Seal)

By: Ray Russell (Printed)
Trousdale County Sheriff

By: Vincent Townsend (Printed)

Date: 7-26-19

Date: 7/29/19

Attest: [Signature]

Attest: Amarda H. Jamell

By: [Signature]
Trousedale County Mayor

Account Representative: Rob Deglman

Date: 7-29-19

Attest: [Signature]

Address: 315 East Main
Hicksville, TN 37074

Address: Post Office Box 8179
Greensboro, North Carolina 27419

Phone: 615-574-2114

Phone: 336-852-7419

EXHIBIT A

SERVICES & EQUIPMENT

The following equipment and services are provided for use at no cost to Customer in consideration for the exclusive right to provide inmate communications services to the Facility including, but not limited to phone calls, messaging, and visitation throughout the duration of this Agreement.

Services Included:

- Inmate calling via phone, tablet or kiosk
 - Direct Billed Collect
 - Prepaid Collect
 - Debit (and/or Prepaid Debit Card)
- TDD or Video Relay
- inteleVOICE™ Inmate pre-call voice biometric identification
- inteleVISIT™ Video Visitation
- inteleTABLET™
- inteleMESSAGE™ Inmate Messaging
- Law Library

Equipment Summary

Pay Tel CenturionITS™ Centralized Inmate Telephone System sized to support:

- 8 Stainless Steel Inmate Telephone Instruments (Standard Wall Mount)

The following additional communications equipment and/or services will also be provided as requested by Trowsdale County:

- 1 Telecommunications Device for the Deaf as needed to meet facility and ADA requirements; or 1 Video Relay Service (VRS) Tablet or Kiosk
- inteleVISIT™ Video Visitation unit (Visitor) – Quantity to be determined
- inteleVISIT™ Video Visitation units (Inmate) – Quantity to be determined
- 20 inteleTABLET™ Devices
- 2 inteleTABLET™ Devices (Spare)
- 2 inteleTABLET™ Charging Stations
- Law Library on tablets
- Secure Access to ITS from County PCs and/or Laptops
- Sufficient redundant storage capacity to support 7 years of call detail records and 2 years of recordings and 90 days of video visitation recordings

EXHIBIT B

PROPERTY DESCRIPTION

The Premises which is the subject of this Agreement:

Trousdale County Jail
315 East Main Street
Hartsville, TN 37074

EXHIBIT C

RATES & COMPENSATION

Inmate Phone Calls

| Call Type | Pay Tel Per Minute Rate | Facility Compensation |
|---|----------------------------|--------------------------|
| Local | \$.21 | 52% |
| IntraLATA | \$.21 | 52% |
| InterLATA | \$.21 | 52% |
| Interstate | \$.21 | N/A |
| International 10-Digits – Canada, Puerto Rico, US Virgin Islands, Guam | \$.21 | N/A |
| International Mexico | \$.75 | 52% |
| International Other | \$.95 | 52% |

**Applicable local, state and federal taxes and mandatory regulatory fees will be applied in addition to the above rate per minute without markup or additive.*

Other Services

| Service | Rate | Facility Compensation |
|-----------------------|-----------|-----------------------|
| inteleMESSAGE™ | \$.50 | 20% |
| inteleVISIT™ (remote) | \$.30 | 20% |
| inteleVISIT™ on-site | No charge | N/A |

EXHIBIT D

SPECIAL CONFIGURATION SETTINGS

| Description | Setting |
|-------------------------------|----------------|
| Default Call Duration Limit | 15 Minutes |
| Default Phone Operating Hours | TBD |

EXHIBIT E

SERVICE COMMITMENT

Pay Tel will use its best efforts to satisfy its customer and will operate generally in accordance with the following:

Local Representation

All local technicians utilized for this project will be trained by Pay Tel and certified to perform all potential repairs associated with the proposed inmate telephone service.

On-Site Inventory of Spare Equipment

Pay Tel will provide and maintain on-site inventory of spare components to minimize the time to repair. Where possible, rack mounted spares will be pre-installed and ready to be swapped in the event of component failure.

Service Response Commitment

PAY TEL SERVICE ACTION LEVELS

ROUTINE TELEPHONE INSTRUMENT REPAIR COMMITMENT

| Level | Definition | Commitment** |
|------------------------|---|--|
| Minor Telephone Repair | Less than 20% of the phones in any given living unit or pod are in need of repair | Repair to be performed within three (3) business days. |
| Major Telephone Repair | 20% or more of the phones in any given living unit or pod are in need of repair | Repair to be performed during special scheduled visit as requested by Facility point-of-contact. |

*** Pay Tel reserves the option to combine specially scheduled Telephone Repair visits with upcoming preventative maintenance activity planned for later the same month.*

OPERATIONS CENTER PREVENTATIVE MAINTENANCE COMMITMENT

Routine Maintenance is the proactive work to address service enhancements, architecture modifications, infrastructure upgrades, and equipment replacement or reconfiguration.

Pay Tel will make every attempt to perform server maintenance at Pay Tel's corporate data center and disaster recovery site during our normal maintenance window of 1am thru 6am EST. If server maintenance will result in system downtime, facilities will be notified via a bulletin on the Administrator interface with a minimum of 24 hours notice under normal circumstances.

Pay Tel's Inmate Telephone Service System (ITS) has been designed to minimize service interruption and ensure a carrier class level of uptime. Through the use of 24/7 monitoring of all critical systems to the utilization of redundant equipment at every layer Pay Tel strives to provide a 99.999% service level to all of our customers.

Pay Tel commits to a proactive approach to service and support, including preventative maintenance (as further described in the table below) and routine repairs of phone instruments. If a service call is initiated prior to a scheduled site visit, the local technician may opt to perform preventative maintenance while on site following the repair activity.

ON-SITE PREVENTATIVE MAINTENANCE COMMITMENT

| Item | Description | Commitment |
|--------------------------|--|---|
| Preventative Maintenance | Pay Tel will schedule a Preventative Maintenance (PM) Visit to the Site a minimum of once per quarter to complete any open phone repairs and to inspect inmate telephones and related equipment as outlined in Pay Tel's Preventative Maintenance Checklist. | Scheduled PM Visit (minimum) once per quarter |

The following chart outlines the three Service Level Agreements for System Service Outages. Preventative Maintenance and Routine Phone Repair Commitments are addressed on the previous page.

PAY TEL SERVICE ACTION LEVELS for ITS SYSTEM SERVICE OUTAGE

| <u>Level</u> | <u>Definition</u> | <u>Time-Line</u> | <u>Commitment</u> | <u>Notification Intervals</u> |
|--------------|---|---|---|---|
| ALL | ALL Issues | <15 Minutes | Initial Response: to generate trouble ticket Assess Issue & Assign Severity Level | |
| 1 - Minor | Less than 10% of the system is not responding | < 2 Hours No Later than Next Business Day No Later than Next Business Day | Follow-up Response: Diagnose problem, determine course of action and engage necessary resources On-site Commitment (when needed) Corrective Action Expectation | 2 Hours 6 Hours 12 Hours Next Business Day |
| 2 - Serious | Between 10% and 25% of the system is not responding | < 1 Hour <12 Hours <12 Hours <1 week | Follow up Response: Diagnose problem, determine course of action and engage necessary resources On-site Commitment (when needed) Corrective Action Expectation Post-event Report & action plan to avoid future issues of this kind (if applicable) | 30 Minutes, 2 Hours 4 Hours 12 Hours |
| 3 - Major | Over 25% of the system is not responding | < 30 Minutes <4Hours <4 Hours <1 week | Follow up Response: Diagnose problem, determine course of action and engage necessary resources On-site Commitment (when needed) Corrective Action Expectation Post-event Report & action plan to avoid future issues of this kind (if applicable) | 30 Minutes 45 Minutes 2 Hours 4 Hours |

*Note: On-site commitments may be adjusted as agreed or required by the designated County Contact.
(All times noted are measured from the time an issue is reported.)*