



**Master Services Agreement
Summit County Jail (CO)
A002705**

This Master Services Agreement (this "Agreement") is by and between Summit County Jail ("Customer") and Securus Technologies, Inc., ("Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the last date signed by either party (the "Effective Date").

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

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

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

- 1. Applications.** This Agreement specifies the general terms and conditions under which Provider will perform certain inmate-related services and applications (the "Application(s)") for Customer. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.
- 2. Use of Applications.** Customer grants Provider the exclusive right and license to install, maintain, and derive revenue from the Applications through Provider's inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). Customer is responsible for the manner in which it uses the Applications. Unless expressly permitted by a Schedule or separate written agreement executed by both parties, Customer will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.
- 3. Compensation.** Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules. Payment pursuant to this Agreement, whether in whole or in part, is subject to and contingent upon the continuing availability of Customer funds for purposes hereof. In the event that said funds, or any part thereof, become unavailable as determined by the Customer, the Customer may immediately terminate this Agreement or amend it accordingly.
- 4. Term.** The obligations of the parties shall be effective as of the Effective Date, but the "Initial Term" shall begin 120 days after the Effective Date (to allow for installation of hardware and/or implementation of network connectivity) and shall end on the date that is 60 months thereafter. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for 2 successive periods of 12 months each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as Provider continues to provide the Application to Customer after the expiration or earlier termination of this Agreement.
- 5. Service Level Agreement and Limited Remedy.** Provider is committed to providing reliable, high quality Applications and offers certain assurances about the quality of said Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. **THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.**
- 6. Software License.** Provider hereby grants Customer a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features



that is implemented at Provider's discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. Customer is the license holder of any third-party software products Provider obtains on behalf of Customer. Customer authorizes Provider to provide or preinstall the third-party software and agrees that Provider may agree to the third-party End User License Agreements on Customer's behalf. Customer's rights to use any third-party software product provided pursuant to this Agreement shall be limited by the terms of the underlying license that Provider obtained for such product. The Software is to be used solely for Customer's internal business purposes in connection with the Applications at the Facilities. Customer will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Provider did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Provider is not liable with regard to any Software used by Customer in a prohibited manner.

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

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

9. Confidentiality and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. Customer agrees that it will not disclose such Confidential Information to any third party without Provider's prior written consent. Because Customer will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, Customer shall only access the Software with computer systems that have effective firewall and anti-virus protection. Moreover, Customer acknowledges that the contents of this contract constitute proprietary trade secrets and represent that Customer has not disclosed the terms and conditions of this Agreement to anyone outside of Customer's organization save its legal representative. Customer warrants that it will keep the terms and conditions of this Agreement confidential and, unless required by court order or statute, will not disclose such information without Provider's express written consent (except that Customer may disclose the contents of this Agreement to its attorney or tax advisor, if any, but only after informing those persons that they must keep confidential the information contained herein). Before complying with any such court order or statute, Customer agrees to notify Provider so that it may assert any rights to non-disclosure that it may have under the applicable law.

10. Claims. To the fullest extent allowed by applicable law, each party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics. The Customer agrees to indemnify the Provider against any and all Claims arising out of or related to instruction Provider receives from the Customer.

11. Insurance. Provider maintains comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. Customer agrees to provide Provider with reasonable and timely written notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. Provider has the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. Customer agrees not to compromise or settle any claim or cause of action arising out of or related to the use of the Applications or System without

Provider's prior written consent, and Customer is required to assist Provider with the defense of any such claim, demand, or cause of action.

12. Governmental Immunity. The Customer does not intend to waive by any provision of this Agreement the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., or any other provision of law.

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

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

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

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

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

19. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

20. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to Provider's affiliates or to any entity that succeeds to Provider's business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or

construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

21. **Illegal Aliens.** As required by C.R.S. §8-17.5-101 C.R.S., et seq., regarding Illegal Aliens - Public Contracts for Services, and this Agreement, Provider certifies and agrees as follows:

- A. Provider shall not knowingly employ or contract with an illegal alien to perform work under the Agreement; or enter into a contract with a subcontractor that fails to certify to the Provider that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- B. Provider shall confirm through participation in either the E-Verify Program or the Department Program, the employment eligibility of all employees who are hired to perform work under this Agreement. (For information on applying for the Basic Pilot the Provider may log on to <https://www.vis-dhs.com/employerregistration> and for information on applying for the Department Program the log on to <http://www.coworkforce.com/lab/pcs/default.asp>)
- C. Provider shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.
- D. If the Provider obtains actual knowledge that a Subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Provider shall be required to:
 1. Notify the Subcontractor and the Customer within three days that the Provider has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and
 2. Terminate the Subcontract with the Subcontractor if within three days of receiving the notice required pursuant to (D)(1)(a) of this subsection, the Subcontractor does not stop employing or contracting with the illegal alien; except that the Provider shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
- E. The Provider shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to its authority.
- F. If Provider fails to comply with any requirement of this section, the Customer may terminate the Contract for breach and the Provider shall be liable for actual damages.

EXECUTED as of the Effective Date.

CUSTOMER:

Summit County Government

Approved as
to form

By:

Name:

Title:

Date:

7-26-13

Customer's Notice Address:

501 N Park Avenue
Breckenridge, CO 80424

PROVIDER:

Securus Technologies, Inc.

By:

Name:

Title:

Date:

9/1/13

Provider's Notice Address:

14651 Dallas Parkway, Suite 600
Dallas, Texas 75254
Attention: General Counsel

Phone: (972) 277-0300

Provider's Payment Address:

14651 Dallas Parkway, Suite 600
Dallas, Texas 75254
Attention: Accounts Receivable

Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

Schedule

Summit County Jail (CO)

A002705

This Schedule is between Securus Technologies, Inc. ("Provider"), and Summit County Jail ("Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. Provider will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

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

COMPENSATION:

Collect Calls. Provider will pay Customer commission (the "Commission") based on the Gross Revenues that Provider earn through the completion of collect calls placed from the Facilities as specified in the chart below. "Gross Revenues" shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. Provider shall remit the Commission for a calendar month to Customer on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date. Customer's payment address is as set forth in the signature block below. Customer shall notify us in writing at least sixty (60) days before a Payment Date of any change in Customer's payment address.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commissions Payment Address
Summit County Jail 501 N. Park Avenue Breckenridge, CO 80424	SCP	37%	Gross Revenues	P.O. Box 210 Breckenridge, CO 80424

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

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

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

Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	Internet access

SERVICE LEVEL AGREEMENT

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

- Outage Report; Technical Support.** If either of the following occurs: (a) Customer experiences a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then Customer will promptly report the System Event to Provider's Technical Support Department ("Technical Support"). Customer 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. Provider will provide Customer commercially reasonable notice, when practical, before any Technical Support outage.
- Priority Classifications.** Upon receipt of Customer's report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

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

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

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

- Response Process.** In the event of a System Event, where the equipment is located on Customer's 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 Customer with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.
- Performance of Service.** All of Provider's repair and maintenance of the System will be done in a good and workmanlike manner at no cost to Customer except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by Customer and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.
- Escalation Contacts.** Customer's account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, Customer may use the following escalation list if Provider's 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.
- Notice of Resolution.** After receiving internal notification that a Priority 1 System Event has been resolved, a member of Provider's management team will contact Customer to confirm resolution. For a Priority 2 or 3 System Event, a member of Provider's customer satisfaction team will confirm resolution.

8. Monitoring. Provider will monitor Provider's back office and validation systems 24 hours a day, seven days a week.
9. Required IGR. Customer is responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request Provider will provide Customer with the specifications for the IGR. If Customer is unable to or does not provide the IGR, then Provider will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that Provider are not responsible for any delay caused by Customer's failure to provide the IGR.
10. End-User Billing Services and Customer Care. Provider's 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 are available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting Provider's website www.securustech.net, by email at customerService@Securustech.net, and by facsimile at 972-277-0714. In addition, Provider 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. Provider will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

INSTANT PAY™ PROGRAM

DESCRIPTION

The Instant Pay™ promotional program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open or in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

COMPENSATION

Pay Now™ Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay promotional calling program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Provider will compensate the Customer at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

Text2Connect™ Text2Connect™ is a promotional program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by Provider's third-party provider. Provider's third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through Provider's third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Provider will pay the Customer a bonus payment of thirty cents (\$0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to Customer's existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

SECURE INSTANT MAIL™

DESCRIPTION :

Secure Instant Mail™ allows friends & family members to initiate communication with an inmate. Similar to e-mail, communications are sent over the internet and are delivered to the Customer Facility specified in the chart below for approval and distribution.

EQUIPMENT:

Customer is responsible for providing the following access/equipment: Internet connection with access to www.SecurusSIM.com, PC, printer (including paper and toner), fax machine or scanner if allowing reply messages.

COMPENSATION:

The parties acknowledge that the sender will pay a usage fee per message according to the chart below.

SECURE INSTANT MAIL CONFIGURATIONS:

Type of Message	Fee
Standard Message Fee	\$2.00
Reply Message Fee	\$2.00

Premium Message Picture Fee	\$2.00
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The end user (sender) is required to set up a Secure Instant Mail™ account in order to use the Secure Instant Mail™ service. Provider will deduct said usage fees from the friend and family member's account. Provider shall pay Customer the commission percentage that Provider earns through the completion of Secure Instant Mail messages placed and accepted by Customer's Facilities as specified in the chart below. Provider shall remit the commission for a calendar month to Customer on or before the 30th day after end of the calendar month in which the Secure Instant Mail transactions were made (the "Payment Date"). All commission payments shall be final and binding unless Provider receive written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS

Facility Name and Address	Secure Instant Mail™ Commission Percentage
Summit County Jail 501 N. Park Avenue Breckenridge, CO 80424	50%

VOICE BIOMETRICS™

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

VIDEO VISITATION

See Exhibit B.

INMATE DEBIT

DESCRIPTION:

A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Provider will also allow inmate Friends & Family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by Friends & Family members into an inmate's Debit account become property of the inmate. Provider establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). Provider requires inmate to key in his/her 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. Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. Customer agrees to use Provider's SCP User Interface or utilize integration with Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project; (ii) any of Customer's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control.

INVOICING AND COMPENSATION:

Provider shall 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. Provider shall pay Customer the commission percentage that Provider earns through the completion of Debit calls placed from Customer's Facilities as specified in the chart below. Provider reserves the right to deduct call credits from usage. Provider shall remit the commission for a calendar month to Customer on or before the 30th day after the end of the calendar month in which the Debit calls were made (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Debit Commission Percentage
Summit County Jail 501 N. Park Avenue	37%

COMMISSARY ORDER BY PHONE

DESCRIPTION:

Commissary Order by Phone allows an inmate to order and purchase commissary items using the inmate phone system by selecting an additional menu option on the phone system. The Customer's commissary operator provides an interactive voice response system ("IVR") and a speed-dial number (800#) into the commissary's IVR. The Customer hereby requests that the Provider work with its commissary operator identified below to set up and active Commissary Order by Phone at the Facility named in the chart below:

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Commissary Operator
Summit County Jail 501 N. Park Avenue Breckenridge, CO 80424	Swanson Services Corp.

CALLING RATES

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

Exhibit A: Customer Statement of Work

Summit County Jail (CO)

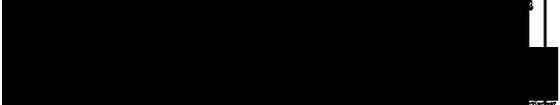
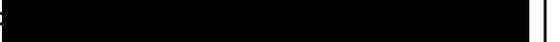
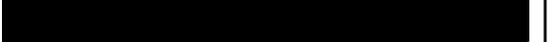
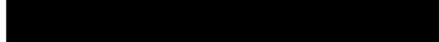
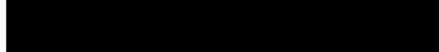
A002705

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("Provider"), and Summit County Jail ("Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

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

B. Equipment. Provider will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components and storage for 1 year. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> Summit County Government</p> <p>By: </p> <p>Name: </p> <p>Title: </p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: </p> <p>Name: </p> <p>Title: </p>
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300



Exhibit B: VIDEO VISITATION

This Exhibit B is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("Provider" or "Securus") and Summit County Jail ("Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Exhibit B shall be coterminous with the Agreement.

In addition to the Applications currently being provided to Customer pursuant to the Agreement, Provider shall deploy a Video Visitation System at the Facility(s) named in the chart below during the Term of the Agreement (see Attachment 1).

PAYMENT:

Customer agrees to a commission deduction in the amount of \$400 towards the implementation, management, and support of the Video Visitation system. If, ninety (90) days after installation of the system, Customer fails to achieve one (1) paid video visitation session per inmate per month, Provider reserves the right to increase the monthly commission deduction. *upon agreement by Summit Customer and Amendment to contract. (see) 40*

At its option, Customer may purchase an additional video visitation terminal/wireless unit with special camera for court arraignments for \$6843.

TERMS

The parties acknowledge that Securus Video Visitation sessions shall be limited to 20 or 40 minutes in duration. A session fee of \$20 plus applicable taxes/fees/surcharges will apply to each 20 minute paid remote Video Visitation sessions. A session fee of \$40 plus applicable taxes/fees/surcharges will apply to each 40 minute paid remote Video Visitation sessions. [As used in this section, a "remote" Video Visitation session means any sessions where Video Visitation traffic is routed over the internet.] If Customer wishes to offer free remote session(s) for any reason, the session fee will be deducted from the monthly commission payments. Customer agrees that Video Visitation must be available for a minimum of 50 hours per Video Visitation terminal per week.

If the Agreement is terminated for any reason before the end of the Initial Term and/or the Customer fails to exercise the twelve (12) month renewal options, Customer will refund to Provider the prorated amount of the Video Visitation system expense.

If applicable, all recorded Video Visitation sessions will have a standard retention of 30 days from the recording date.

COMPENSATION

Provider shall pay Customer the commission percentage that Provider earns through the completion of paid remote Video Visitation sessions placed to Customer's Facilities as specified in the chart below. Provider shall remit the commission for a calendar month to Customer on or before the 30th day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

Facility Name and Address	Type of Video Visitation	Video Visitation Commission Percentage
Summit County Jail 501 N. Park Avenue Breckenridge, CO 80424	Remote Paid	20%*

*During the first twenty-four (24) months following the deployment of the Video Visitation System, Provider will pay the 20% commission percentage for only those months during which the Facility has achieved 1.5 remote paid visits per inmate. For any months where the Facility does not meet the 1.5 remote paid visits per inmate threshold during this first 24-month period, Customer will receive no commission payment hereunder. Commencing upon the twenty-fifth (25th) month following deployment of the Video Visitation System, Provider shall pay twenty percent (20%) each month during the Term of the Agreement.

Customer is responsible for all Jail Management System (JMS) and Commissary integration fees. Customer is also responsible for the cost of any additional bandwidth required to run the system.

WARRANTY: Provider warrants that the services it provides as contemplated in and by this Exhibit B will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s)

utilized by it in the performance of its obligations under this Exhibit B will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Exhibit B, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components. This warranty shall be conditional on Customer's compliance with the provisions of this Warranty section.

Customer assumes all liability for damage to units and will reimburse Provider any replacement costs incurred.

Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

When applicable, Provider shall provide the required replacement parts and components free of charge.

THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SOFTWARE LICENSE: Provider grants to Customer a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Video Visitation System (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that Provider implements in its discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. Customer is the license holder of any third-party software product obtained by Provider on Customer's behalf. Customer authorizes Provider to provide or preinstall the third-party software and agrees that Provider may agree to the third-party End User License Agreements on Customer's behalf. Customer's rights to use any third-party software product that Provider provides shall be limited by the terms of the underlying license that Provider obtained for such product. The Software is to be used solely for Customer's internal business purposes in connection with the Video Visitation system at the Facilities. Customer will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Provider did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Provider is not liable with regard to any Software that Customer uses in a prohibited manner.

OWNERSHIP AND USE. The Video Visitation System and Software shall at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's Applications, the Video Visitation System, and Provider's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

LEGALITY/LIMITED LICENSE AGREEMENT: For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

IN WITNESS WHEREOF, the parties have caused this Video Visitation Exhibit to be executed as of the Schedule Effective Date by their duly authorized representatives.

Approved as to form	
Summit County Government	Securus Technologies, Inc.
By: [Redacted]	By: [Redacted]
Name: [Redacted]	Name: [Redacted]
Title: [Redacted]	Title: [Redacted]

Date: _____

Date: _____

Please return signed contract to:

14651 Dallas Parkway

Sixth Floor

Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

Attachment 1: Video Visitation Schedule

Securus Video Visitation Pricing

Type	Description	One Time/ Recurring	QTY	Total	Responsible Party	Unit pricing
Installation and Implementation	Network Wiring Installation	One time	8	\$5,000.00		\$625.00
	Electrical Wiring Installation	One time		\$0.00		\$1,500.00
	Software Application Setup, including JMS import mapping	One time	1	\$5,875.00		\$5,875.00
	• Securus Video Visitation Application Setup	One time				
	• Inmate Information Application Setup	One time				\$3,975.00
	• Commissary Ordering Application Setup	One time				\$3,975.00
	• Sick Form Application Setup	One time				\$3,975.00
	Video Visitation Terminals – single handset (inmate side)	One time	6	\$24,000.00		\$4,000.00
	Video Visitation Terminals – single handset (visitor side)	One time	2	\$8,000.00		\$4,000.00
Hardware	Video Visitation Terminals – dual handset (visitor side)	One time		\$0.00		\$250.00
	Recording	90 Day Purge				
	Total Video Visitation Terminal Installation	One time				
	Annual Terminal Extended Hardware Maintenance (optional)	Recurring	8	\$1,592.00		\$199.00
Software	Software Licensing Fee	Recurring	8	\$2,880		\$360.00
	• Securus Video Visitation	Recurring				\$0.00
	• Inmate Information	Recurring				\$0.00
	• Commissary Ordering	Recurring				\$0.00
	• Sick Form	Recurring				\$0.00
	Software Maintenance Fee	Recurring				\$0.00
Misc.	Miscellaneous					
	• Training	Per Day				
	• Mobile Cart, including UPS Battery Back Up	One time		\$0.00		\$1,440.00
	Term	Re-occurring	5	\$22,360		
	Total Value:			\$65,235.00		
	Securus Discount			\$65,235.00		
	Customer Pays:					

* If the Agreement is terminated for any reason before the end of the Initial Term and/or the Customer fails to exercise both twelve (12) month renewal options, Customer will refund to Provider the prorated amount of the Video Visitation system expense. Customer shall pay any such refund within ten (10) days after any such termination, or at Provider's election, Provider may deduct the refund from any commission owed to Customer.