

LIVINGSTON COUNTY CONTRACT



**LIVINGSTON COUNTY  
OFFICE OF COUNTY ATTORNEY**

Livingston County Government Center  
6 Court Street, Room 302  
Geneseo, New York 14454

(585) 243-7033  
Fax (585) 243-7045

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Shannon L. Hillier  
County Attorney

John M. Lockhart – (585) 243-7459  
Assistant County Attorney

July 17, 2019

George Dahlbender  
DIN: 01A0341  
Green Haven Correctional Facility  
P.O. Box 4000  
Stormville, New York 12582

RE: FOIL Request – Securus Technologies, Inc. Contracts

Dear Mr. Dahlbender:

In regards to the above-mentioned matter, please be advised I have received your payment. Enclosed is the requested documentation.

Thank you.

Very truly yours,

A handwritten signature in cursive script that reads "Shannon L. Hillier".

Shannon L. Hillier  
County Attorney

# **Livingston County Jail**

## **Hosting Agreement**

**#1020**

### **Confidentiality**

Recipients of this document shall not disclose to anyone, other than those of their employees and officers, directly connected with evaluating this document, any information concerning this document. No news release, public announcement, or any other reference to this document or any phase of any program hereunder shall be made without the prior written consent of Primonics (2006) Inc.

### **Proprietary Data**

The information, technical data and designs disclosed herein are the exclusive property of Primonics (2006) Inc. and are not to be used or disclosed without the written consent of Primonics (2006) Inc. The recipient of this document, by its retention and use agrees to hold in confidence the information contained herein. The foregoing shall not apply to person having proprietary rights to such information, technical data of such designs to the extent that such rights exists.

**MEMORANDUM OF AGREEMENT** made and entered into as of the last date signed by either party (the "Effective Date").

**BETWEEN:**

**Primonics (2006) Inc.**

a corporation duly incorporated under the laws of Canada, having its head office at 500 Morgan Blvd., Suite 100, Baie d'Urfé, Québec H9X 3V1, (hereafter referred to as the "**Service Provider**");

**AND:**

**County of Livingston**

having its head office at 4 Court Street, Geneseo, New York 14454, (hereafter referred to as the "**Engaging Party**");

**1. SERVICES TO BE PROVIDED BY SERVICE PROVIDER**

**1.1 TeleCorrections hosting services**

Throughout the term of this Agreement, subject to the terms and conditions set out herein, the Service Provider shall provide the following services to the Engaging Party with respect to the TeleCorrections® application software currently being used by the Engaging Party under license from the Service Provider (the "**Software**"):

- High performance and redundant servers to host the Software
- Redundant network access and bandwidth to access Service Provider's servers
- Database management
  - performance tuning
  - security
  - backup
- TeleCorrections® applications management: (Release 0.7 and later revisions only)
  - Performance tuning
  - Code error fixes
  - Patches
  - Day to Day Operations: System monitoring, backup etc.

**1.2 Help Desk**

- (a) **Help Desk:** Throughout the term of this Agreement, the Service Provider shall maintain, for the benefit of the Engaging Party, a full service help desk for the Engaging Party's support users (the "**Help Desk**").
- (b) **SLA:** The parties agree that the Help Desk shall respond to any requests for help within the initial response time, based on the level of the request, set out in the following chart:

Level	Initial response time* (IRT)
High	4 hours
Medium	8 hours
Low	12 hours

\*Initial response time is the initial time allocated to pickup the request for help.

(c) Hours: Throughout the term of the Agreement, the Help Desk hours shall be: 9 a.m. to 5 p.m. EST Monday to Friday, excluding US, Canadian and Quebec statutory holidays (the "Operating Hours").

### 1.3 Site Conditions

- (a) Site security: Throughout the term of this Agreement, provided that the Equipment is maintained at the Service Provider's data center, all of the Equipment shall be located in a restricted-access secure environment.
- (b) Network Security: Throughout the term of this Agreement, provided that the servers are maintained at the Service Provider's data center, network security for the servers shall be maintained by the Service Provider.
- (e) Monitoring: Throughout the term of this Agreement, provided that the Equipment is maintained at the Service Provider's data center, all of the Equipment shall be monitored (by the Service Provider) for services availability, hardware failure and network bandwidth utilization.

### 2. Changes to Procedures

The site security, network security and monitoring contemplated above are based on the Service Provider's current policies and procedures. These policies and procedures may change over time to reflect emerging technologies, business practices and internet-related issues. Service Provider reserves the right to make any changes to its site security, network security and monitoring, in its sole discretion.

### 3. SERVICE LEVELS

#### 3.1 Service Availability Commitment

Throughout the term of the Agreement, the Service Provider shall use all reasonable commercial efforts to maintain acceptable service availability.

In this regard:

- (a) Scheduled Maintenance:  
During scheduled downtime, the Service Provider reserves the right to take down its server(s) in order to conduct routine maintenance on the Service Provider's Equipment. The Service Provider shall not be liable for the costs or damages incurred by the Engaging Party, if any, as a result of scheduled downtime.

- (b) **Maintenance notification:**  
The Engaging Party shall be notified by e-mail 24 hours in advance of any scheduled maintenance.
- (c) **General data center maintenance:**  
The Service Provider's data center maintenance hours are Tuesdays and Thursdays from 9 PM to 3 AM EST. The Service Provider reserves the right to change its maintenance hours upon prior notice to the Engaging Party.
- (d) **Service Availability Commitment Process:**  
If the Engaging Party opens a help desk ticket with the Service Provider's Help Desk within 5 days of the Engaging Party's failure to access the Service Provider's server during regular business hours and the Service Provider determines, in its reasonable judgment, that the server is unavailable due to a server outage caused solely by those items of the service managed exclusively by the Service Provider, that outage will be used to calculate server unavailability. A server shall be deemed to be unavailable if the server is not responding to specific TCP port requests issued by the Service Provider's monitoring software. The Service Provider's records and data shall be the basis for all service availability calculations and determinations. Scheduled maintenance conducted outside the Operating Hours shall not be deemed to constitute server unavailability. Unavailability of the Service Provider's server due to the Engaging Party's application programming, acts of the Engaging Party or its agents, network unavailability outside of the "Service Provider Network" (as hereinafter defined), any other occurrence not within the control of the Service Provider or events of force majeure shall not be deemed to constitute server unavailability for the purposes of this Agreement.

## 4. ACCEPTABLE USE POLICY ("AUP")

### 4.1 Principle

This AUP is intended to ensure the integrity, security, reliability and privacy of the Service Provider's network, systems, products and hosting facilities and the data therein contained (the "Service Provider Network").

### 4.2 Illegal Use

The Service Provider Network may only be used for lawful and legal purposes.

### 4.3 Rights of the Service Provider

The Service Provider reserves the right, upon notice to Engaging Party, to remove or refuse to post material that violates this AUP or to suspend or terminate service provided to the Engaging Party, at its sole discretion, if the Engaging Party violates this AUP.

### 4.4 Notification

Each Party must immediately notify the other Party of any unauthorized use of an account and/or any breach, or attempted breach, of security known to it. Each Party shall be responsible for ensuring that its network is configured in a secure manner. No party may, through action or inaction, allow others to use its network for illegal

activities. The Service Provider takes no responsibility for the security of the communications transmitted at the Engaging Party's facilities.

#### **4.6 Privacy**

The Service Provider cooperates fully with federal and provincial enforcement officials. The Service Provider respects the Engaging Party's privacy rights and will not intentionally disclose the Engaging Party's online communications or activities, except (i) to comply with court orders, subpoenas, statutes, regulations, or governmental requests; (ii) to protect the Service Provider or its customers from harm; or (iii) where necessary for the operation of the Service Provider Network. The Service Provider may occasionally and randomly monitor online communications only for mechanical or quality control checks.

#### **4.7 Reporting**

Violations of this AUP shall be reported by the Engaging Party in writing:

- Via email to: [abuse@primonics.com](mailto:abuse@primonics.com)
- Via standard mail to: Primonics Inc. c/o AUP Abuse  
500 Morgan, Suite 100  
Baie D'urfé, Quebec  
Canada  
H9X 3V1

## **5. THE ENGAGING PARTY'S RESPONSIBILITIES**

### **5.1 Responsibilities**

Throughout the term of this Agreement:

- (a) The Engaging Party will designate qualified members of its personnel to act as a liaison between the Engaging Party and the Service Provider and shall immediately advise the Service Provider of such designation(s).
- (b) The Engaging Party will adhere to the AUP, and will require any third party having access to the Service Provider Network to adhere to the AUP.
- (c) The Engaging Party shall be responsible for obtaining, and complying with the license terms of, licenses for all of the Software.
- (d) The Engaging Party shall be solely responsible for the content of any information passing through the Service Provider Network, whether such information belongs to or originates with the Engaging Party or its end users. In this regard, the Engaging Party represents and warrants that such content:
  - (i) does not and will not infringe or violate the rights, including, without limitation, the intellectual property, privacy or publicity rights of any third party; or
  - (ii) is not and will not be illegal.
- (e) The Engaging Party is solely responsible for the contents of its transmissions, and those of third parties accessing the Service Provider Network through the Engaging Party.

- (f) The Engaging Party agrees not to use the Service Provider Network:
  - (i) for illegal purposes; or
  - (ii) to interfere with or disrupt other network users, network services or network equipment. Interference or disruptions include, but are not limited to, distribution of unsolicited advertising or chain letters, propagation of computer worms and viruses and the use of the network to make unauthorized entry to any other machine accessible via the Service Provider Network.
- (g) The Engaging Party shall be responsible for the administration of all end-user login names and passwords for the purposes of authenticating and authorizing access by its end-users to the Service Provider Network.
- (h) The Engaging Party shall be responsible for handling all communications with, technical support to, and business relations with, end-users who are affiliated with the Engaging Party, including, without limitation, responding to enquiries and questions.
- (i) The Engaging Party shall provide the Service Provider's representatives with access to the Engaging Party's premises in connection with any maintenance that may be required in respect of the Software, Equipment and Service Provider Network.

## **6. TERM**

The term of this Agreement shall be 60 months, commencing on the Effective Date, unless terminated earlier in accordance with Section 7 hereof.

## **7. TERMINATION**

### **7.1 Grounds for Termination**

Either party may terminate this Agreement for (1) a material breach by the other, upon 10 days' written notice to the breaching party, provided that such breach remains uncured at the expiry of such 10-day period; and (2) immediately, without notice upon, (a) the other party being declared bankrupt by final judgment; (b) the other party making an assignment for the benefit of its creditors; (c) a violation of the AUP set forth in Section 4, or (d) dissolution of the other party.

### **7.2 Effects of termination**

Neither party shall have any liability to the other for any claims arising out of the termination of this Agreement in accordance with Section 7.1 above, including, without limitation, for compensation, reimbursement or damages for the loss of prospective profits, anticipated sales or goodwill. Notwithstanding the foregoing, termination shall not extinguish any liability of either party arising before such termination, including, without limitation, for the payment of any outstanding amount due hereunder. Sections 12 to 16, 18 and 23 shall survive any expiration or termination of this Agreement.

**8. COMPENSATION****8.1 Compensation**

The Engaging Party hereby agrees to pay for the services to be provided by the Service Provider hereunder in accordance with Schedule A hereof.

**8.2 Invoicing**

The Service Provider shall forward an invoice to the Engaging Party monthly, for receipt by the Engaging Party on or before the first of the month, covering all sums payable to the Service Provider for services performed hereunder during the month for which the invoice is prepared, including all applicable taxes. All such invoices shall be for amounts computed on the basis of agreed rates as set out in Schedule A and, where applicable, shall include all reimbursable expenses (credits) for the month for which the invoice is prepared. Invoices shall be prepared in duplicate.

**8.3 Payment**

Within thirty (30) days of receipt of the invoice, the Engaging Party shall pay all invoiced amounts plus or minus any adjustments made as mutually agreed upon. In the event that any invoiced amounts are disputed by the Engaging Party, such dispute does not give the Engaging Party any rights to withhold payment of undisputed amounts. Interest on overdue amounts shall be paid at the rate of ten percent (10%) per annum, compounded semi-annually.

**9. CHANGES IN THE SERVICES**

The Engaging Party may, at any time, order additions, deletions, or revisions to the Services set forth in a particular Engagement Letter by means of a written notice from the Livingston County Administrator (a "Change Order"). Upon receipt of a Change Order, the Service Provider shall proceed to perform the Services, as revised, under the conditions set forth in this Agreement. If any Change Order causes an increase or decrease in the volume, scope or price of the Services to be performed or a change in the scheduled completion date, an equitable adjustment will be made. To the extent that the effect of the Change Order can be projected, the Service Provider shall provide the Engaging Party with an estimate of the increase or decrease in resources within five (5) business days of receipt of the Change Order and the Engaging Party shall then have five (5) business days, after receipt of the estimates, to advise the Service Provider in writing if it wishes to proceed with the Changed Order.

**10. RELATIONSHIP OF THE SERVICE PROVIDER AND ITS EMPLOYEE(S) TO THE ENGAGING PARTY**

Each of the Service Provider's employees provided to the Engaging Party to render services hereunder shall remain, at all times, in the employ of the Service Provider and shall not be deemed an employee of the Engaging Party for any purpose whatsoever, including, without limitation, for the purposes of the application of any federal or provincial employment standards, health and safety, insurance, old age benefits, or social insurance laws, or any worker's compensation laws. The Service Provider agrees to assume all liabilities and obligations imposed by any one or more of such laws with respect to itself and its employees in the performance of this Agreement. The Service Provider agrees to be responsible for the withholding,

collection or payment of all income taxes, unemployment insurance, or any other tax liability of any kind or nature arising in respect of its employees or any amounts paid to it pursuant to this Agreement.

The Service Provider and Engaging Party are independent parties and nothing herein shall create or shall be deemed to create any joint venture, partnership or other similar relationship. Neither party shall have any authority to assume or create any obligation, expressed or implied, on behalf of the other, and neither party shall have the right to represent itself as agent for the other or as acting for the other in any other capacity, other than as set forth herein.

## **11. WARRANTY**

The Service Provider warrants that the services provided by it as contemplated in and by this Agreement will be performed in a good and workmanlike manner, in strict conformity with the terms of this Agreement and that the services will be of a quality conforming to standards generally accepted in the field. The Service Provider further warrants that agents(s) and/or employee(s) utilized by it in the performance of the its obligations under this Agreement will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Agreement, the Service Provider undertakes to correct such errors or omissions within a reasonable time period.

## **12. CONFIDENTIAL INFORMATION**

The Service Provider shall use reasonable efforts to keep confidential, and to cause its agent(s) and agent employees to keep confidential, any proprietary information of the Engaging Party and its Subsidiaries, suppliers, customers and employees (the "Confidential Information"), which the Engaging Party may furnish to the Service Provider or its agent(s) and/or employee(s) pursuant to this Agreement, and all materials prepared by the Service Provider based on such items. Throughout the term of this Agreement and for a 3-year period thereafter, the Service Provider shall use reasonable efforts to keep, and to cause its agent(s) and employee(s) to keep, the Confidential Information strictly confidential and shall use or cause the Confidential Information to be used solely for the purposes contemplated in this Agreement. The Service Provider shall not, and shall cause its agent(s) and/or employee(s) not to disclose, transfer or otherwise make available the Confidential Information to any third party for any reason except as authorized in writing by the Engaging Party. The Service Provider shall disclose and shall cause its agent(s) and/or employee(s) to disclose such Confidential Information to only such agent(s) and/or employee(s) who have a need to know and who agree to be bound by the obligations set forth herein. The Service Provider hereby waives any right it may have at law to withhold any Confidential Information or any data of the Engaging Party, its subsidiaries, suppliers, customers or employees.

Upon the termination of this Agreement, or at any time upon request of the Engaging Party, all Confidential Information (including but not limited to written materials) furnished by the Engaging Party, and any copies thereof, and all draft and final reports produced by the Service Provider or its agent(s) and/or employee(s) hereunder, which shall be considered Confidential Information of the Engaging Party under this Section, shall be immediately delivered and returned to the Engaging Party. The Service Provider shall certify in writing to Engaging Party that all such

Confidential Information, copies thereof and reports have been delivered and returned to the Engaging Party.

**13. INDEMNIFICATION**

The Service Provider hereby undertakes to indemnify, defend and hold harmless the Engaging Party, its agents and employees, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, proceedings and costs (including reasonable legal fees and expenses) of whatsoever kind and nature, imposed on, incurred by or asserted against the Engaging Party, its agents or employees, arising out of or in connection with the performance or non-performance of this Agreement or the services under this Agreement or breach of any warranty contained herein.

The Engaging Party hereby undertakes to indemnify, defend and hold harmless the Service Provider, its agents and employees, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, proceedings and costs (including reasonable legal fees and expenses) of whatsoever kind and nature, imposed on, incurred by or asserted against the Service Provider, its agents or employees, arising out of or in connection with the performance or non-performance of this Agreement or the services under this Agreement or breach of any warranty contained herein.

**14. DISCLAIMER AND LIMITATION OF LIABILITY**

Except as set forth in Sections 12, 15 or 18, under no circumstances shall either party be liable to the other or to any other person for indirect damages, or for loss of goodwill or profits, work stoppage, data loss, computer failure or malfunction, or for exemplary or punitive damages. Except as set forth in Sections 12, 15 or 18 and as otherwise limited by applicable law, the liability for damages caused by a party's fault or negligence, including that of its agents and subcontractors, in the execution of its obligations stated herein, or in any way resulting therefrom, is limited to a maximum amount which shall be equivalent to the compensation amount stated in this Agreement. The parties agree that the foregoing is stipulated as a liquidated damages clause and not as a penalty.

**15. INFRINGEMENT: INVENTIONS**

The Service Provider warrants that in the course of performing services under this Agreement, neither it nor its agent(s) and/or employee(s) will violate or infringe any proprietary rights of a third party, including without limitation, confidential relationships, trade secret, patent, trademark or copyright rights.

**16. ASSUMPTION OF RISK**

The Service Provider assumes all risk of property loss or damage to its property and of personal injury or death to its agent(s) and/or employee(s), except to the extent caused or contributed by the negligence of the Engaging Party, or its agents and/or employees, which may be sustained by the Service Provider or its agent(s) and/or employee(s) as a result of or arising in connection with performing services under this Agreement.

**17. SUBCONTRACTING OR ASSIGNMENT BY THE SERVICE PROVIDER**

The Service Provider may subcontract or assign any portion of the services to be rendered under this Agreement upon Engaging Party's consent, which will not be unreasonably withheld.

**18. COMPLIANCE WITH STATUTES AND REGULATIONS**

The Service Provider warrants and represents that in the performance of its obligations under this Agreement, it will comply with all applicable statutes, rules, regulations and orders of both the State of New York and Canada, and of any Province or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment.

**19. FORCE MAJEURE**

Neither party will be liable for any failure or delay in performance of any non-pecuniary obligation under this Agreement if such failure or delay is due, in whole or in part, directly or indirectly, to any contingency, delay, failure or cause of any nature beyond the reasonable control of such party, including, without limitation, acts of nature, court or government, labor unrest, such as strikes, slowdowns, boycotts or picketing, provided that the party so affected shall use commercially reasonable efforts to expeditiously remove such cause of non-performance.

**20. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all other oral and written agreements or understanding between them. No modification or addition hereto or waiver or cancellation of any provision hereof shall be valid except by a writing signed by the parties hereto. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear on any invoice or other document furnished by the Service Provider to the Engaging Party.

**21. SEVERABILITY**

The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**22. SERVICE PROVIDER PROVIDING SIMILAR SERVICES**

The Engaging Party understands and agrees that the Service Provider is in the business of providing the type of services contemplated in and by this Agreement to third parties. In this regard, the Engaging Party agrees that the Service Provider, its employees and agents shall be free to use and employ their general skills, know-how and expertise and to use, disclose and employ any generalized ideas, concepts, know-how, methods and techniques and skills gained or learned during the course of any services performed hereunder, subject to its obligations respecting the Confidential Information pursuant to Section 12. The Engaging Party understands and agrees that the Service Provider may provide similar services to third parties using the same personnel that the Service Provider utilizes for rendering the services

contemplated hereunder, subject to its obligations respecting the Confidential Information pursuant to Section 12 of this Agreement and its other obligations under this Agreement.

## 23. GOVERNING LAW

This Agreement is deemed to be made under, and shall be governed and construed according to the laws of the State of New York without reference to its choice of laws rules. Any dispute arising from or in connection with this Agreement and which cannot be amicably settled between the parties hereto shall be submitted to the exclusive jurisdiction of the courts of the State of New York

## 24. NOTICES

Any notice required or permitted to be given hereunder shall be deemed sufficient if made in writing and delivered by hand, or delivered by postage prepaid, registered or certified mail, and addressed to the other Party at the address first set forth above or such other address as has been established by notice provided under this Section. Each such notice shall be deemed to be received, in the case of hand delivery, on the date of such delivery, and, in the case of mailing, on the fifth (5th) day after its mailing.

## 25. BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns.

## 26. NON SOLICITATION OF EMPLOYEES

Each party agrees throughout the term of this Agreement, and for a period of one year thereafter, not to solicit or attempt to induce any employee of the other party or its sub-contractors to leave the employment of such other party or the sub-contractor.

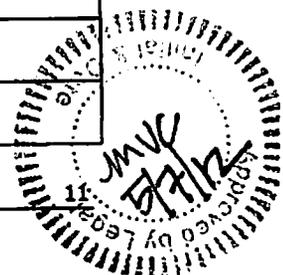
## 27. LANGUAGE

The parties acknowledge having required that this Agreement be drawn up in English.

Les parties reconnaissent avoir exigé que cette Convention soit rédigée en anglais.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the day and year first above written.

<b>Customer: Livingston County</b>	<b>For Primonics (2006) Inc.</b>
Printed name: <i>JAMES C. MERRICK</i>	Printed name: <i>Robert Pickens</i>
Title: <i>Chairman</i>	Title: <i>COO</i>
Signature: <i>James C. Merrick</i>	Signature: <i>Robert Pickens</i>
Dated: <i>7/18/12</i>	Dated: <i>5-9-12</i>



**SCHEDULE A**

See sales invoice in Sales agreement #1019 under TeleCorrections Application  
Hosting and TeleCorrections relay/recorder Hosting for pricing.

# **Livingston County Jail**

## **Sales Agreement**

**#1019**

**MEMORANDUM OF AGREEMENT** (hereinafter, the "**Agreement**") is made as of the last date signed by either party (the "**Effective Date**").

**BETWEEN:**

**Primonics (2006) Inc.**

a corporation duly incorporated under the laws of Canada, having its head office at 500 Morgan Blvd., Suite 100, Bale d'Urfé, Québec H9X 3V1, (hereinafter referred to as "**Primonics**")

**AND:**

**County of Livingston**

having its head office at 4 Court Street, Geneseo, New York, 14454, (hereinafter referred to as the "**Customer**")

**RECITALS**

- A. WHEREAS Primonics is engaged in the development, design, manufacture and commercialization of information technology products, including a client-server video visitation system called TeleCorrections® specifically designed for jails and prisons (the "**Solution**");
- B. WHEREAS the Solution system allows visitors to securely communicate with an inmate directly in their housing unit from anywhere an Internet connection is available, and also provides inmates with controlled access to information such as court appearances, etc.;
- C. WHEREAS the Solution consists in specialized hardened computer terminals, audio and video communications software and applications which consists of a scheduling module and inmate information module;
- D. WHEREAS Primonics may also sell to the Customer, certain Hardware Components to be used in connection with the Solution;
- E. WHEREAS the Customer wishes to purchase certain Hardware Components and to purchase Licenses to use the Solution in accordance with the provisions of this Agreement.

# PRIMONICS

500 Morgan, suite 100, Bale d'Urfe, Quebec, Canada, H9X 3V1  
 Tél: (514) 694-4866 Fax: (514) 694-4280

## Sales Invoice

The Customer agrees to purchase from Primonics and Primonics agrees to sell to the Customer, the items described in the sales invoice below (the "Sales Invoice"), entered into between the Customer and Primonics, in accordance with price, terms and conditions as contemplated therein.

### Sales Invoice

		Date: December 1, 2011						
Customer		Payable to						
Livingston County Jail 4 Court Street Geneseo, NY 14454		Primonics (2006) Inc. 500 Morgan Blvd Suite 100 Bale d'Urfe, Quebec, H9X 3V1						
Item	Quantity	Description	Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5
tvc15-3	7	TeleCorrections Terminals - 1 handset * hardened steel terminal with wall mounting bracket * 15" touchscreen * built-in camera * built-in lighting * built-in audio	\$ 3,975	\$ 27,825				
tvcosting-app-1	6	Primonics-Hosting Services: Televisit Application-users TeleCorrections application software hosted in Primonics' datacenter with * Televisit scheduler * Televisit module * Inmate information look module * Telechat module * Televisit Client software (Windows XP, Vista, 7)  Licenses included in the hosting * 7 terminal licenses (additional licenses @ \$300/year/terminal) * 10 free licenses + 5 paid licenses = 15 user licenses (additional licenses @ \$325/year/user)	\$ 225	\$ 1,625	\$ 1,625	\$ 1,625	\$ 1,625	\$ 1,625
tvcpaid-1		TeleCorrections.com paid inmate video visitations * Secure remote video visitation for home users, attorneys, etc. * Web-based online signup with photo capture * Web-based online scheduling * Web-based online session payment (paid after session is scheduled) * Credit card processing and first line help desk support * Revenue share: 20% of net sales for the facility  Other revenue sharing terms * Messaging Royalty * Advertising Royalty	20% net  20% net 20% net					
tvc15-3-m12	7	Extended warranty TeleCorrections Terminal - extended warranty * hardware warranty is 12 months (excludes damaged or vandalized units) * parts and labor, onsite replacement	\$ 250					\$ 1,750
Total				\$ 29,450	\$ 1,625	\$ 1,625	\$ 1,625	\$ 3,375

100% of invoice total payable on delivery

US funds

Not included in pricing: taxes, duty, shipping, installation, required cabling, permitting or interface costs to third-party applications.

New York State Office of General Services

Group 77010 Award 23150

PT55098

**Terms and Conditions of the Sales Invoice** (hereinafter, the "Terms and Conditions"):

1. **Software License Agreement.**

- 1.1. The Customer hereby accepts the terms of the Software License Agreement, as set forth in Schedule A to this Agreement, in respect of the Software solutions referred to in the Sales Invoice. The Customer acknowledges that the Customer's acceptance of the Software License Agreement constitutes an essential consideration without which Primonics would not enter into this Agreement;
- 1.2. the Software License Agreement shall automatically come into force upon the activation of any user accounts or any "TeleCorrections" terminals.

2. **Payment Terms.** Unless specified otherwise in the applicable Sales Invoice:

- 2.1. the prices contemplated in the Sales Invoice shall be the net selling price by Primonics, exclusive of all sales and other similar taxes, custom and excise duties, insurance premiums, freight charges and all other charges of a similar nature, whether currently imposed or applicable in the future;
  - 2.2. the terms of payment will be as follows: (a) 25% of the gross sales price (including taxes) shall be paid concurrently with the execution of the Sales Invoice, and (b) the remainder shall be paid upon Customer's receipt.
  - 2.3. All dollar values expressed and all payments required to be made by the Customer, shall be in U.S. Dollars. Any amount owed to Primonics which is not paid on its due date shall bear interest at the rate of 18% per annum calculated from the date upon which such amount was due.
3. **Binding Effect.** No Sales Invoice shall bind Primonics until such Sales Invoice is duly executed by an authorized officer of Primonics. The Customer expressly releases Primonics from any liability for any loss or damage arising from the failure of Primonics to fill any Sales Invoice.
4. **Ownership of Hardware Components.** Primonics remains the sole owner of the Hardware Components until receipt of full payment thereof.
5. **Risk of Loss.** Notwithstanding the preceding paragraph, the Customer will bear the entire risk of loss, damage, destruction or theft of any item purchased for any reason, other than the gross negligence of Primonics, its employees or authorized agents, from the time such item is delivered to Customer.
6. **Warranty – Hardware Components.** Primonics warrants its Hardware Components to be free from material defects under normal use, maintenance, and service for a period of 12 months from the date of installation of the Hardware Components. This warranty shall be conditional on the Customers' compliance with the provisions of this Section 6.

- 6.1. Primonics makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Primonics make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Primonics affects the performance or purpose for which the Hardware Component was manufactured.
- 6.2. When applicable, Primonics shall provide the required replacement parts and components free of charge.
- 6.3. THE WARRANTY OBLIGATIONS OF PRIMONICS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PRIMONICS EXCEED THE UNIT PRICE PAID BY THE CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF. IN NO EVENT SHALL PRIMONICS BE LIABLE, WHETHER IN CONTRACT, IN TORT OR ON ANY OTHER BASIS FOR ANY DAMAGES WHATSOEVER (INCLUDING ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES, COSTS, LOSS OF REVENUE OR OF BUSINESS OR OTHER FINANCIAL LOSS) SUSTAINED BY ANY PERSON (INCLUDING ANY EMPLOYEE, AGENT, REPRESENTATIVE, INVITEE OR THE CUSTOMER) AND/OR IN ANY WAY ARISING FROM OR RELATING TO THE SALE, MAINTENANCE, USE, PERFORMANCE, FAILURE OF ANY HARDWARE COMPONENT, INCLUDING INADEQUACY OF ANY PRODUCT FOR ANY PURPOSE AND NON-MERCHANTABILITY OF SAME.
7. Absence of Waiver. No waiver of any provision of these Terms and Conditions (or any right or default hereunder) shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under this document or applicable law in connection with any other instances or circumstances.
8. Assignment. Neither these Terms and Conditions, the Sales Invoice, nor any interests thereunder may be assigned or delegated by either party without the prior written consent of the other, which consent will not be unreasonably withheld.
9. Compliance Certification. The Customer will, when and as may be requested by Primonics from time to time, provide to Primonics a written certification in form and substance satisfactory to Primonics that the Customer is in compliance with the terms of the Software License Agreement, including compliance with respect to the number of Licenses in use.
10. Inspection. To ascertain that the terms of the Customer License Agreement and of any Sales Invoice is complied with, all TeleCorrections Terminals and all User Accounts shall be subject to onsite inspection by Primonics or its representatives, at all reasonable times and places as set forth beforehand upon reasonable notice to Customer.

11. **Entire Agreement.** These Terms and Conditions, together with the Sales Invoice issued hereunder, the Agreement between Primonics and the Customer and the Software License Agreement, constitute the final and entire agreement between Primonics and the Customer with respect to the purchase of the Hardware Components and the Licenses. These Terms and Conditions may be amended only by a written instrument duly executed by both parties, and may not be amended orally or in the course of performance.
12. **Force Majeure.** If performance of any of the obligations contained in these Terms and Conditions is delayed, prevented, restricted, or otherwise hindered by legislative action, act of God, action of the elements, serious fire, labor disturbance, delays in transportation, shortage of materials or supplies, government restrictions, war, riots, flood, earthquake, epidemic, Internet or telecommunications failure, or other conditions beyond the control of either party, performance hereunder by such party, to the extent so hindered, shall be excused, provided such party has taken all proper precautions, due care, and reasonable alternative measures with the objective of avoiding or otherwise minimizing the hindrance and promptly resumes performance hereunder, provided that nothing herein contained shall require a party to settle or compromise a strike, boycott, lockout, industrial dispute, or other labor difficulty if to do so would, in its sole discretion, be contrary to its best interests. Any party claiming the benefit of this provision shall promptly give notice thereof, including sufficient information as to the cause, to the other party. In such an event, the parties hereto shall consult with each other with a view to suspending or amending this Agreement. If the parties are unable to agree on the manner in which this Agreement should be suspended or amended, any party may withdraw from these Terms and Conditions by providing a prior written notice of at least 3 months to the other party of its intention to terminate this Agreement if performance is not resumed within this period, in which case, this Agreement shall be deemed terminated. Termination of this Agreement for force majeure shall not release either party from any sum due to the other party prorated to the date of termination.
13. **Governing Laws.** This Agreement is governed by and is to be construed in accordance with laws of the State of New York applicable therein. The parties irrevocably submit to the exclusive jurisdiction of the courts of the State of New York to resolve any disputes arising under or related to this Memorandum of Agreement.
14. **English Language.** This Agreement has been drafted in the English language at the request of the parties. *À la demande des parties, cette convention a été rédigée en langue anglaise.*
15. **United Convention on Contracts Exclusion.** The Parties hereby exclude application of the *United Nations Convention on Contracts for the International Sale of Goods* to this Agreement or any of the documents incorporated herein.

The parties have executed this Agreement.

Livingston County	For Primonics (2006) Inc.
Printed name: James C. Merrick	Printed name: Robert Hickens
Title: Chairman	Title: COO
Signature: James C. Merrick	Signature: Robert Hickens
Dated: 7/18/12	Dated: 5-9-12



**Schedule A****Software License Agreement****A. Ownership**

The Software described in the Sales Invoice (the "**Licensed Products**") and any accompanying documentation (the "**Documentation**") are the sole and exclusive property of Primonics and ownership of the Licensed Products and the Documentation shall at all times remain with Primonics. Copies are provided to the Customer only to allow the Customer to exercise its rights under this Agreement. This Agreement does not constitute a sale of the Licensed Products or the Documentation, or any portion thereof. Without limiting the generality of the foregoing, the Customer shall have no rights to any patents, copyrights, trade secrets, trademarks or other intellectual property rights in or relating to the Licensed Products or the Documentation, other than as expressly set forth in this Agreement. All rights not expressly granted to the Customer under this Agreement are reserved by Primonics.

**B. Grant of License Applicable To any Licensed Products**

Subject to the terms and conditions set out in this Agreement, Primonics grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable right to use the Licensed Products solely in accordance with the following terms and conditions:

1. **Use of Licensed Products.** The Customer may download and internally use the Licensed Products on multiple TeleCorrections® terminals or user computers owned, leased or rented by the Customer; however, the Customer shall only be permitted to run the Licensed Products on as many computers as the Customer has purchased licenses to use the Licensed Products, as listed on the Sales Invoice.
2. **Distribution Prohibited.** The Customer may not use any copies of the Licensed Products except on those TeleCorrections® terminals or in connection with those user accounts in the TeleCorrections® database for which the Customer has purchased licenses. Distribution of the Licensed Products to any third party and allowing any third party access to or use of the Licensed Products (or any part thereof) by the Customer (or any of its users) is hereby expressly prohibited.

**C. Prohibited Conduct**

The Customer represents and warrants that the Customer will not violate any of the terms and conditions set forth in this Agreement and that:

The Customer will not, and will not permit others to: (i) reverse engineer, decompile, disassemble, derive the source code of, modify, or create derivative works from the Licensed Products; or (ii) use, copy, modify, alter, or transfer, electronically or otherwise, the Licensed Products or any of the Documentation except as expressly permitted in this Agreement; or (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to or commercialize the Licensed Products whether in a stand-alone configuration or as incorporated with other software code written by any party, except as expressly permitted in this Agreement.

The Customer will not use the Licensed Products to engage in any activity that will violate the rights of third parties, including, without limitation, through the use, public display, public performance, reproduction, distribution, or modification of communications or materials that infringe copyrights, trademarks, publicity rights, privacy rights, other proprietary rights, or rights against defamation of third parties.

The Customer will not transfer the Licensed Products or utilize the Licensed Products in combination with third party software authored by the Customer or others to create an integrated software program which the Customer transfers to unrelated third parties.

#### D. Updates

All updates, if any, shall be deemed to be part of the Licensed Products and will be subject to this Agreement.

#### E. Disclaimer of Warranty

THE LICENSED PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES THAT IT IS FREE OF DEFECTS, VIRUS FREE, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE, WITH CLEAR TITLE OR NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE AGREEMENT. NO USE OF THE LICENSED PRODUCTS IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER. PRIMONICS DOES NOT GUARANTEE THAT ANY OF THE LICENSED PRODUCTS SHALL MEET THE CUSTOMER'S SPECIFIC NEEDS.

#### F. Limitation of Liability

IN NO EVENT WILL PRIMONICS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED PRODUCTS BY THE CUSTOMER OR ANY END-USERS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

#### G. Export Control

The Licensed Products may contain encryption and is subject to Canada and United States export control laws and regulations and may be subject to export or import regulations in other countries, including controls on encryption products. The Customer agrees not export, re-export or transfer the Licensed Products in violation of any applicable laws or regulations of Canada and the United States.

#### H. Legends and Notices

The Customer agrees not to remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Licensed Products or any of the Documentation.

## I. Term and Termination

This Agreement is effective upon the Customer's acceptance, as provided herein, and payment of the applicable fees set forth in the Sales Invoice and will remain in force until terminated in accordance of the provisions hereof. The Customer may terminate the licenses granted in this Agreement at any time upon a 30-day prior written notice by destroying the Licensed Products and the Documentation, together with any and all copies thereof. The licenses granted under this Agreement will terminate automatically if the Customer (a) breaches any of its terms or conditions or any of the terms or conditions of any other agreement between the Customer and Primonics, (b) ceases to function as a going concern or to conduct its operations in the normal course of business, or (c) becomes insolvent, bankrupt, takes any steps with respect to the dissolution or winding-up of its legal entity, or takes any steps to make an assignment for the benefit of creditors or otherwise admits its inability to pay its debts as they become due. The licenses granted in this Agreement may be terminated by Primonics upon written notice to the Customer if the Customer (i) merges, amalgamates or otherwise combines with any other entity, without the prior written consent of Primonics, or (ii) sells all or substantially all of its (or any of its subsidiaries') assets (except in the context of a corporate reorganization), without the prior written consent of Primonics, which consent shall not be unreasonably withheld.

Sections A, C, E, F, G, H, J and K shall survive the termination of this Agreement (subject to their terms and conditions).

## J. Licensed Products Suggestions

Primonics welcomes suggestions for enhancing the Licensed Products and the accompanying Documentation that may result in computer programs, reports, presentations, documents, ideas or inventions relating to or useful to Primonics' business. The Customer acknowledges that the title, ownership rights, and Intellectual property rights concerning any such suggestions shall become the exclusive property of Primonics and may be used for its business purposes, in its sole discretion, without any payment (royalty, fee or any other type of remuneration) or accounting to the Customer and the Customer hereby irrevocably assigns all such rights to Primonics. The Customer hereby waives any moral rights it may have in connection with any such suggestions.

## K. Miscellaneous

This Agreement constitutes the entire agreement between the parties concerning the Licensed Products, and may be amended only by a writing signed by both parties that expressly references this Agreement.

The Customer agrees to defend and indemnify Primonics and hold Primonics harmless from and against all claims, losses, damages, complaints, or expenses connected with or resulting from the Customer's negligence or willful misconduct.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York. The parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of the State of New York.

This Agreement has been drafted in the English language at the request of the parties. *À la demande des parties, cette convention a été rédigée en langue anglaise.*

The parties covenant and agree that this Agreement and the terms hereof are confidential and shall be treated as such. At no time shall this Agreement be used to obtain better conditions from or with a third party.

[June, 2011]