

**Master Services Agreement
UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY (GA)**

This Master Services Agreement (this "Agreement") is by and between Unified Government of Athens-Clarke County, Georgia, a body politic and corporate and a political subdivision of the State of Georgia, through the Clarke County Sheriff's Office ("Customer") and Securus Technologies, LLC ("Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) between the parties and is effective as of the last date signed by either party (the "Effective Date").

WHEREAS, the parties agree that Provider will deploy certain products and services according to the terms and conditions herein and in the attached Schedule(s), which are incorporated by reference;

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

1. **Applications.** This Agreement specifies the general terms and conditions under which Provider will provide certain software, hardware, systems, and services (collectively, the "Application(s)") to Customer which are described in Exhibit A. In the event of any conflict between this Agreement and Exhibit A, Exhibit A will govern. The Applications include any incremental upgrades, modifications, updates, and additions to existing features that Provider may implement in its discretion (the "Updates"), but do not include additional features or significant enhancements to existing features. If Applications are provided by subsidiaries or affiliates of Provider, the terms of this Agreement apply with equal effect to those parties.
2. **Term.** The Agreement begins on the Effective Date and ends 12 months thereafter (the "Initial Term"). Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, this Agreement will automatically renew for up to four successive periods of 12 months each. The terms and conditions of this Agreement will continue to apply for so long as Provider continues to provide the Applications to Customer after the expiration or earlier termination of this Agreement.
3. **Compensation and Cost.** The compensation and cost for each Application, if any, is stated in the Schedules. If applicable, for Applications paid for via commission deductions, in any given month, if commissions earned are less than the Application's monthly cost, then Customer may be sent an invoice for the remaining amount. Unless stated otherwise in a Schedule, all invoices will be due and payable within 30 days after the invoice date.
4. **Ownership of Applications and Grant of License to Customer.** Other than as specifically set forth in the Agreement, Provider does not grant or otherwise convey any license or other ownership right in or to the Applications or any technology, data, or intellectual property rights associated with the Applications. Provider grants Customer a personal, limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Applications solely as contemplated by the Agreement (the "Customer License").
5. **Additional Terms of Customer License.** In connection with the Customer License, Customer agrees that (a) it will not resell, assign, or otherwise transfer the Applications or any portions thereof; (b) it will only use the Applications for lawful purposes and will not transmit, retransmit, or store material associated with the Applications in violation of any federal or state laws or regulation; (c) it will not provide access to the Applications to third parties; (d) it will not connect the Applications to any products that Provider did not furnish or approve in writing; (e) it will not create derivative works based on the Applications; (f) it will not disassemble, reverse engineer, decompile, or otherwise attempt to reveal the code, trade secrets, or know-how underlying the Applications or allow any third party to do so; (g) it will not remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Applications; (h) it will be responsible for distributing and assigning licenses to its end users; and (i) it will monitor and ensure that its licensed end users comply with these terms.
6. **Ownership and Use of Certain Data Associated With the Applications.** Unless otherwise required by law or applicable end user license terms, Customer will own the recordings of communications associated with the Applications (the "Customer Data"). During this Agreement and for a reasonable period thereafter, Provider will provide Customer with access to the Customer Data. Customer grants Provider a limited license to use the Customer

Data 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, (iv) maintaining equipment, providing the services contemplated by this Agreement and quality control purposes; (v) research and development of future services, and (vi) complying with applicable laws, regulations, or end user license terms.

7. Grant of License from Customer to Provider. Customer grants Provider the exclusive right and license to install, maintain, and derive revenue from the Applications at all correctional facilities under Customer's authority now and in the future during the term of this Agreement. Subject to the remaining terms and conditions of this Agreement, Provider will be the sole and exclusive provider of incarcerated end user communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and incarcerated end user software applications (e.g., automated grievance filing system, law library, etc.) at all correctional facilities now or in the future under the authority of Customer and to the exclusion of any other third party providing such services, including without limitation, Customer's employees, agents, or subcontractors.

8. Third-Party Software. The deployment of certain features and functionalities within Provider's Applications which utilize third-party content or services may require a direct agreement between Customer and the third party as a condition which must be fulfilled prior to deployment.

9. Express Warranties. Unless a Schedule states otherwise, Provider offers the following express warranties in connection with the Applications:

- a. Express Warranty for Hardware and Software Deployed and Owned By Provider. For hardware and software deployed and owned by Provider and provided to Customer pursuant to the Agreement, Provider agrees to repair and maintain such hardware and software in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. All such maintenance will be provided at Provider's sole cost and expense except as noted in this section. Customer agrees to promptly notify Provider in writing after discovering any misuse of or destruction, damage, or vandalism to the equipment. Provider will have no obligation to repair or maintain such hardware or software, if the Applications are, without Provider's knowledge and approval, interfaced with other devices or software owned or used by Customer or a third party, or if the Applications are otherwise damaged as a result of Customer's actions.
- b. Express Warranty for Hardware and Software Purchased and Owned By Customer. For hardware and software purchased from Provider and owned by Customer pursuant to the Agreement, Provider warrants that such materials will be free from material defects under normal use, maintenance, and service for a period of 12 months from the date of sale. Provider makes no warranty with respect to low performance, damages, or defects in any such materials caused by misuse, misapplication, neglect, or accident, nor does Provider make any warranty as to any such materials that Customer has repaired or altered in any way. When applicable, Provider will replace the applicable materials at no cost, which is Customer's sole remedy in connection with a claim pursuant to this section.
- c. Express Warranty for Services Provided. Provider warrants that the services it provides will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider warrants that its agents and/or employees used in the performance of its obligations will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Agreement, Provider will undertake to correct such errors or omissions within a reasonable time period and in compliance with the Service Level Agreement terms stated in Section 11.

10. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 9 OF THIS AGREEMENT OR A SCHEDULE OF THIS AGREEMENT, THE APPLICATIONS ARE PROVIDED "AS IS" AND 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.

11. Service Level Agreement. Provider will provide service for the Applications as follows:

- a. Provider agrees to repair and maintain the Applications in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor, unless otherwise agreed by the parties. All such maintenance will be conducted in accordance with the service levels below. All such maintenance will 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 incarcerated individuals 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 Provider in writing after discovering any misuse of or destruction, damage, or vandalism to the equipment. If a significant portion of the Applications are interfaced with other devices or software owned or used by Customer or a third party, Provider will have no obligation to repair or maintain such other devices or software.
- b. Outage Report; Technical Support. If either of the following occurs: (a) Customer experiences an Application outage or malfunction or (b) the Application 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.
- c. 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 Application is adversely affected by the System Event.
"Priority 2"	5% - 29% of the functionality of the Application is adversely affected by the System Event.
"Priority 3"	Less than 5% of the functionality of the Application is adversely affected by the System Event. Single and multiple phones related issues.

- d. Response Times. After receipt of 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

- e. Response Process. In the event of a System Event, where the equipment is located on Customer 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 a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.
- f. Performance of Service. All the repair and maintenance of the Applications 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 Applications that is agreed upon by Provider and Customer may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.
- g. 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.

- h. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a technician 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.
- i. Monitoring. Provider will monitor its back office and validation systems 24 hours a day, seven days a week.
- j. Required IGR. Customer is responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the Applications. Upon request, Provider will provide Customer with the specifications for the IGR. If Customer is unable to or does not provide the IGR, Provider will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that Provider is not responsible for any delay caused by Customer's failure to provide the IGR.
- k. 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 will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting Provider's website 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).

12. Customer's Compliance With Applicable Laws. For Applications that allow Customer to monitor, record, investigate, or analyze communications, Customer represents that it will operate such Applications in compliance with all applicable laws, and Provider makes no representation or warranty as to the legality of such actions. To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense arising out of Customer's non-compliance with applicable laws. Customer may designate certain communications (for example, attorney or clergy communications) as "Private" within certain of the Applications. Customer acknowledges and agrees that Customer has the sole discretion, authority, and responsibility to designate certain communications as Private, and that Provider has no discretion, authority, or responsibility to make such designations, unless done so at Customer's instruction. Further, to the fullest extent allowed by applicable law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense arising out of the recording or monitoring of communications that Customer should have but failed to designate as Private.

13. Confidentiality. The Applications and related records and information (the "Confidential Information") will remain confidential to Provider. Customer understands and acknowledges that Provider is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). Customer will not disclose CPNI or Confidential Information to any third party without Provider's prior written consent. If Customer receives a request for disclosure of Confidential Information or CPNI pursuant to FOIA or its state equivalent, Customer agrees to notify Provider in writing so Provider may assert any rights to non-disclosure under the applicable law. Nothing within this section shall be construed to require either Party to subject itself to contempt of court or sanctions for failing to comply with a lawful subpoena, discovery request, or court order.

14. Defense of Claim. Customer agrees to provide prompt written notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to operation of the Applications (a "Claim").

15. Reserved.

16. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, the non-defaulting party will give the defaulting party written notice detailing the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of such notice, the non-defaulting party will have the right to terminate this Agreement upon 30 days' written notice and to pursue all other remedies available, either at law or in equity. Notwithstanding the foregoing, the 30 day cure period will be extended to 90 days if the default is not reasonably amenable to cure within such 30 day period, but only if the defaulting party diligently pursues to cure the

default in good faith during the 30 day period. Notwithstanding the foregoing, if Customer breaches its obligations in Sections 4, 5, 7, 12, or 13, Provider will have the right to terminate this Agreement immediately.

17. Limitation of Liability. NEITHER PARTY WILL 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, EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S AGGREGATE LIABILITY TO CUSTOMER RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED \$1,000,000.

18. Uncontrollable Circumstance. Provider reserves the right to renegotiate or terminate this Agreement without penalty upon 60 days' written notice if circumstances outside Provider's control (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in facility population or capacity; material changes in jail policy or economic conditions; actions Customer takes for security reasons (e.g., Lockdowns); or acts of God) negatively impact Provider's business; however, Provider will 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 that are subject to change from time-to-time and that Provider may take any steps necessary to perform in compliance therewith. In the event that the Parties cannot reach an agreement regarding a renegotiation of the contract, Provider's only remedy pursuant to this section shall be to terminate this Agreement.

19. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in Sections 4, 5, 7, 12, 13, or 14 would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party will 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.

20. 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 will use reasonable efforts to remove such causes of non-performance.

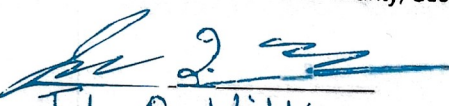


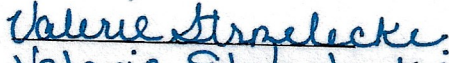
21. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute will be in writing and will be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices will be deemed delivered as follows: personal delivery - upon receipt; U.S. mail - 5 days after deposit; and courier - when delivered as shown by courier records.

22. Miscellaneous.

- a. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the state of Georgia.
- b. Venue. The proper venue for any dispute arising from this Agreement or its subject matter shall be in the Superior Court of Athens-Clarke County, Georgia, or if federal jurisdiction is applicable, in the U.S. District Court for the Middle District of Georgia.
- c. No Waiver. No waiver by either party of any event of default under this Agreement will operate as a waiver of any subsequent default under the terms of this Agreement.
- d. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions will remain unaffected.
- e. Successors and Assigns. This Agreement will 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.

- f. 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 will not be construed so as to create such status. The rights, duties, and obligations contained herein will operate only between the parties and will 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 will 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.
- g. Parties' Relationship. Nothing in this Agreement will be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider.
- h. Survival of Obligations. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, will survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration).
- i. Execution Mechanics. 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 Applications. This Agreement may be executed in counterparts, each of which will be fully effective as an original, and all of which together will 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 will 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.
- j. Entire Agreement / Merger Clause. This Agreement, together with the 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.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> Unified Government of Athens-Clarke County, Georgia</p> <p>By:  Name: <u>John Q. Williams</u> Title: <u>Sheriff</u> Date: <u>4/19/22</u></p> <p>Attested By: By:  Name: <u>Trana Leverette</u> Title: <u>Chief Deputy</u> Date: <u>4/19/22</u></p> <p><u>Customer's Notice Address:</u> 301 College Avenue Suite 300</p>	<p><u>PROVIDER:</u> Securus Technologies, LLC</p> <p>By:  Name: <u>Russell Roberts</u> Title: <u>Chief Growth Officer</u> Date: <u>02/16/2022</u></p> <p>Attested By: By:  Name: <u>Valerie Stozzecki</u> Title: <u>Contracts Admin</u> Date: <u>4-20-22</u></p> <p><u>Provider's Notice Address:</u> 4000 International Parkway Carrollton, Texas 75007</p>
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Athens, GA 30601

Attention: General Counsel

Provider's Payment Address: Same Address as Above,
Attention: Accounts Receivable

**Please return signed contracts to the same address
as above, Attention: Contracts Administrator**

**EXHIBIT A – SCHEDULE: SECURUS SERVICES
UNIFIED GOVERNMENT OF ATHENS-CLARKE (GA)**

This **Schedule: Securus Services** is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, LLC ("Provider") and Unified Government of Athens-Clarke County, Georgia ("Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date"). In the event of a conflict between the terms of the Agreement and the terms of this Schedule, the terms of this Schedule will apply.

TELEPHONE SERVICE / CALL MANAGEMENT SYSTEM

Secure Call Platform: Secure Call Platform ("SCP") allows end users to place calls through its centralized system without the need for conventional live operator services. SCP allows Customers to (a) monitor and record calls; (b) prevent monitoring and recording of private calls; (c) limit the duration of calls; (d) maintain call detail records; (e) shut the System on or off; and (f) allow free calls. Provider will be responsible for all billing and collections of calling charges but may contract with third parties to perform such functions. Provider will store call recordings for a period of 24 months from the date of recording. Customer may download and store call recordings during that period. Customer is solely responsible for preserving any call recordings beyond that storage period by downloading them to a separate storage medium.

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

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

Securus Debit. SCP also includes the ability to integrate Securus Debit accounts. A Securus Debit account is a prepaid account owned by an incarcerated end user which is utilized to pay for certain of Provider's services, and is funded either through a transfer from a trust/commissary account or through deposits from friends and family. Once deposited in the Securus Debit account, funds become property of the incarcerated end user. Securus Debit accounts are associated with a personal identification number ("PIN"), and users are required to input a PIN at the beginning of every Securus Debit call. Provider will invoice Customer on a weekly basis for all funding amounts transferred from facility trust/commissary accounts to Securus Debit accounts. The invoice will be due and payable upon receipt.

INVOICING AND COMPENSATION:

Annual Technology Grant. On or about the first day of the month following the installation of all Applications described in this Agreement, and then annually thereafter during the Initial Term of the Agreement, Provider will provide Customer with a \$10,000 fund to purchase technology services or equipment from third-party vendors. Any amount remaining in the fund at the expiration of the Initial Term or earlier termination of this Agreement are forfeited and will no longer be available.

Bonus Prepaid Calling Cards. Provider will provide 5,000 five-minute prepaid calling cards per year to Customer to support individuals unable to afford a call. Each prepaid calling card will be valid for no more than 6 months from the date it is first used. Prepaid calling cards are not returnable or refundable; all sales are final.

Commission. Provider will pay commission (the "Commission") based on the Gross Revenues earned through the completion of calls placed from the Facilities identified below. "Gross Revenues" means all gross billed revenues relating to completed collect and Securus Debit calls from Customer's Facility(s). Regulatory charges; taxes and fees; federal, state, and/or local charges; transaction, funding, or cost-recovery fees; credits; charges billed by third parties;

and promotional programs are excluded from revenue to the Provider. For Securus Debit calls, Provider reserves the right to deduct call credits from Gross Revenue.

Provider will remit the Commission for a calendar month on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). Customer's payment address is as set forth in the chart below, and Customer will notify Provider in writing at least 60 days before a Payment Date of any change in Customer's payment address.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Commission Percentage	Commission Payment Address
Clarke County Jail 3015 Lexington Road Athens, GA 30605	70.6%*	Unified Government of Athens-Clarke County Attn: Accounts Receivable 375 Satula Ave. Athens, GA 30601

Customer acknowledges and agrees that Provider is paying the Commission for the exclusive right to provide telephone services to incarcerated end users in Customer's Facility(s), and that any taxes assessed on Commission payments are the sole responsibility of Customer.

Customer Options for Alternative Compensation Structures. Notwithstanding anything to the contrary in the Agreement, at Customer's option, Customer may request that compensation and rates under the Agreement be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the Agreement. For such compensation structures, Provider can also accommodate a Customer request to transition from end user funding of services to a model where those services are taxpayer-funded / paid for by Customer.

ADVANCECONNECT SINGLE CALL

AdvanceConnect Single Call allows friends and family to pre-pay for a call from an incarcerated end user. Based on the actual duration of the call, AdvanceConnect Single Call transactions are rated at the per-minute rate (plus any applicable federal, state, and local taxes and transaction fees). AdvanceConnect Single Call calls are commissioned in the same manner as collect calls.

PREPAID CALLING CARDS

PREPAID CALLING CARD SERVICES. Customer hereby requests that all Prepaid Calling Cards shall be sold by Customer's commissary operator.

COMPENSATION. Customer understands and agrees Provider is neither responsible nor liable for any fees or other compensation agreed upon between Customer and its commissary operator, and Provider shall not interfere with any compensation agreement entered into between Customer and its commissary operator.

VALIDATION. Each Prepaid Calling Card will be valid for no more than six (6) months from the date it is first used. The Prepaid Calling Cards are not returnable or refundable; all sales are final. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee on non-local calls.

CHANGE IN COMMISSARY OPERATOR. Customer shall notify Provider *in writing* of any change in the identity of the commissary operator, or if Customer wishes to resume the purchase and resale of Prepaid Calling Cards, which change shall be effective on the date that Provider receives the notice.

THREADS

The THREADS application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import.

In addition, THREADS offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Customer has elected to opt in to the community feature. Customer acknowledges and understands that data from its Facility or Facilities will be made available to the THREADS community for analysis and review.

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

INVESTIGATOR PRO

Investigator Pro uses continuous voice identification technology to identify the incarcerated end user(s) speaking on a call, detect certain three-way call violations, and help investigators find correlations among calls. Incarcerated end users must participate in a supervised voice model enrollment process. This voice model enrollment process is the responsibility of Customer. Customer's use of Investigator Pro is governed by the JLG Technologies, LLC End User Software License Agreement, attached hereto as Exhibit B and incorporated herein by reference.

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

ICER

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

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

VIDEO RELAY SERVICE

Provider's Video Relay Service application ("VRS") provides a fully integrated video relay service offering into the Secure Call Platform (SCP) allowing critical call controls to be maintained. This service allows deaf and hard-of-hearing incarcerated end users the ability to communicate with friends and family via a videoconferencing service.

Customer is solely responsible for (a) determining which individuals are eligible to use VRS; (b) configuring SCP to allow access to the VRS application on ConnectUs-enabled terminals; and (c) designating which VRS numbers for which calls are not to be recorded, by marking those numbers as "private" within SCP. Provider's third-party vendors shall have the right, in their discretion, to terminate VRS sessions for policy violations or disruptive behavior, including, without limitation, verbal or other abuse of the VRS interpreter.

The cost of VRS was considered and included in offering the terms herein.

SECURUS VIDEO CONNECT / CONNECTUS

Securus Video Connect ("SVC") is a web-based video conference system. SVC runs on the ConnectUs Service Platform ("ConnectUs"), a communications and services platform that allows for the consolidation of assorted activities in a single interface with a customized mix of applications ("ConnectUs Applications"). The configuration of SVC and ConnectUs ordered by Customer, its retail cost, and the length of time SVC sessions are stored is specified in the Securus Services Platform - Price List below¹:

¹ Additional terminals may subsequently be deployed by mutual agreement of the parties.

Securus Inmate Services Platform - Price List

Type	Description	One Time / Recurring	Price/Unit	QTY	Total	
Hardware	Video Visitation Terminals - Single Handset (Inmate)	One Time	\$ 4,000	42	\$ 168,000	
	Video Visitation Terminals - Single Handset (Visitor)	One Time	\$ 4,000	0	\$ -	
	Video Visitation Terminals - Dual Handset (Visitor)	One Time	\$ 4,250	25	\$ 106,250	
	Mobile Cart, Including UPS Battery Backup	One Time	\$ 1,440	0	\$ -	
Installation and Implementation (Software Application is one time per App, per contract)	Networking Wiring	One Time	\$ 500	67	\$ 33,500	
	Electrical Wiring*	One Time	\$ 1,500	0	\$ -	
	Hardware Installation	One Time	\$ 500	67	\$ 33,500	
	JMS and 3rd Party Vendor Integration**	One Time	\$ -	0	\$ -	
	Software Application Setup:	One Time				
	- Securus Video Visitation Application	One Time	\$ -	1	\$ -	
	- Phone Call Application	One Time	\$ -	0	\$ -	
	- Inmate Forms Application (Grievance)	One Time	\$ -	1	\$ -	
	- Inmate Handbook Application (.PDF)	One Time	\$ -	0	\$ -	
	- Third Party Vendor Commissary Application	One Time	\$ -	0	\$ -	
	- Website Education Application (URL)	One Time	\$ -	0	\$ -	
	- Inmate Videos Application (.MP4)	One Time	\$ -	0	\$ -	
	- Self-Op Commissary Ordering Application	One Time	\$ -	0	\$ -	
	- Emergency Visitation Application	One Time	\$ -	0	\$ -	
	- Inmate Sick Form	One Time	\$ -	0	\$ -	
	Job Search Application	Recurring	\$ -	1	\$ -	
	Law Library Application	Recurring	\$ -	1	\$ -	
	Annual Subscription and Hosting Fee (per App, per Terminal, per year)	Securus Video Visitation Application	Recurring	\$ -	67	\$ -
		Phone Call Application	Recurring	\$ -	0	\$ -
		Inmate Forms Application (Grievance)	Recurring	\$ 5,000	1	\$ 5,000
Inmate Handbook Application (.PDF)		Recurring	\$ -	0	\$ -	
Third Party Vendor Commissary Application		Recurring	\$ -	0	\$ -	
Website Education Application (URL)		Recurring	\$ -	0	\$ -	
Inmate Videos Application (.MP4)		Recurring	\$ -	0	\$ -	
Self-Op Commissary Ordering Application		Recurring	\$ -	0	\$ -	
Emergency Visitation Application		Recurring	\$ -	0	\$ -	
Inmate Sick Form		Recurring	\$ -	0	\$ -	
Job Search Application		Recurring	\$ -	1	\$ -	
Law Library Application		Recurring	\$ 7,000	1	\$ 7,000	
Misc.	Annual Terminal Extended Hardware Maintenance	Recurring	\$ 500	67	\$ 33,500	
	Recurring Telecom	Recurring	\$ 10,800	1	\$ 10,800	
	Recording Retention (30 days)	One Time	\$ 100	42	\$ 4,200	
	Training (per day)	One Time	\$ 2,000	2	\$ 4,000	

Term: 1
 One-Time Cost 349,450
 Annual License & Maintenance Cost (per year) 56,300
Total Cost: \$ 405,750

* Customer responsible for electrical wiring

** Customer responsible for JMS/Commissary Integration Fees, if applicable

SVC and ConnectUs System Costs. Provider will cover the Total Costs set forth in the chart above unless otherwise stated herein. If the Agreement is terminated for any reason other than Provider's default before the end of the Term, Customer will refund the prorated amount of the Total Cost set forth in the chart above. Customer is responsible for all costs associated with wiring and electrical installation as Customer will own any installed wire or network cabling upon termination of the Agreement.

Additional Connecticut Applications may be deployed by mutual agreement of Provider and Customer. If applicable, Provider will deploy a Third Party Vendor Commissary Application, once an agreement has been executed by and between Provider and Customer's commissary operator for such application. Provider will not charge an integration fee, but Customer is responsible for any Jail Management System (JMS) and Commissary integration fees if charged by those providers.

Customer also agrees to implement the following additional requirements:

1. Customer agrees that SVC must be available for paid remote sessions seven days a week for a minimum of 80 hours per terminal per week.
2. Customer will allow incarcerated end users to conduct remote visits without quantity limits other than for disciplinary action for individual misbehavior.

3. All on-site sessions will be required to be scheduled at least 24 hours in advance, where practicable.

If the number of remote paid visits averages less than one per incarcerated end user per month, Provider and Customer agree to negotiate in good faith regarding additional compensation for Provider.

Provider will charge SVC session charges that are in compliance with state and federal regulatory requirements plus applicable taxes/fees/surcharges. If Customer wishes to offer free SVC sessions, a session charge equal to the then-current session rate, plus applicable taxes/fees/surcharges, will apply and will be invoiced to Customer or deducted from compensation otherwise owed to Customer under the Agreement. It is Customer's sole responsibility to (i) establish and communicate its policies regarding monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide appropriate accommodations for non-recorded visits, as necessary. Provider is not responsible and hereby disclaims any liability for any and all content of the third-party applications and any documents, videos, or forms published by Customer or from outside sources. Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

SVC Compensation to Customer. Provider will pay Customer 20% of the charges (excluding applicable taxes/fees/surcharges) collected for paid SVC sessions at Customer's Facility. Provider reserves the right to deduct SVC session credits from revenue calculations. Provider will pay SVC payments for a calendar month to Customer on or before the 30th day of the following calendar month in which the sessions occurred (the "Payment Date"). SVC Payments are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays.

TABLETS

Provider will deploy free basic community tablets to Facility. In addition to the free basic community tablets, Provider will offer personal rental tablets with premium content. Customer may purchase tablet earbuds at \$5.66 per set, which may be invoiced or deducted from compensation otherwise owed to Customer under the Agreement. Customer is responsible for any applicable taxes and third-party expenses associated with the earbud purchase. Each earbud order must be for at least 25 units and be made in 25 unit increments. Provider may, at its option, decline to fulfill any order that does not conform to these requirements. Alternatively, if requested by Customer, Provider will work with Customer's commissary provider to facilitate the sale of earbuds. Customer will not permit the resale of the earbuds for more than \$19.99 per set unless approved by Provider.

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

For the 12-month period following the Effective Date, Provider will offer personal rental tablets at a promotional rate of \$5.00 per tablet per month plus applicable taxes/fees/surcharges. Provider will pay Customer 10% commission on the revenue earned through the purchase of premium content on those tablets; such commission is net of licensing and network costs, excludes applicable taxes/fees/surcharges, and is not paid on the tablet rental rate. The subscription fee and premium content fees can be paid by using either Securus Debit or a Tablet user account. The parties reserve the right to renegotiate the \$5.00 promotional rental rate and/or commissions earned if, after the initial 12-month period, Provider's Tablet-related costs exceed the revenue generated.

TABLETS TERMS AND CONDITIONS:

Customer Warranty. Customer represents that it will not provide tablets to incarcerated individuals whom Customer knows, or has reason to know, have demonstrated a threat to other incarcerated individuals or Facility personnel, or who have demonstrated that they may use a tablet in a dangerous or unauthorized manner.

Nature of Premium Content Service. Customer understands and acknowledges that premium content is rented and available only for the duration of an incarcerated individual's incarceration at the Facility and will not be made available upon the incarcerated individual's release. Content is subject to availability and subject to change.

Use of Investigator Pro and Earbuds. Customer further understands and acknowledges that, in instances where incarcerated individual telephone calls originate from Tablets, Investigator Pro™ has only been tested with Provider's certified earbuds. If Customer elects to sell alternative earbuds, Customer may forgo the effectiveness of Investigator Pro's™ voice identification technology on Tablet calls. Moreover, Customer will refrain from the sale or distribution of earbuds with a microphone other than Provider's certified earbuds.

Disclaimer of Warranties. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TABLETS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TABLETS. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER OR END USER FROM RECEIPT OR USE OF THE TABLETS OR THE UNAVAILABILITY THEREOF.

EMESSAGING

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

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

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

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

With Customer's agreement, Provider may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein. Customer understands and acknowledges that eMessaging is a requirement for Tablet deployment.

Customer is solely responsible for reviewing and approving each message, including (if applicable and permitted by Customer) any attachments. Provider will use machine translation to translate eMessages written in Spanish into English for the sole purpose of Customer review. Customer acknowledges that machine translation is not 100% accurate and that such machine-translated messages may contain grammatical and other errors. Provider makes no representations or warranties regarding the accuracy or reliability of such machine translation.

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

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

10	\$5.00
20	\$10.00
50	\$25.00

Where available, using funds in a Securus Debit account, incarcerated end users can purchase a book of stamps in the following quantities:

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

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

SECURUS DIGITAL MAIL CENTER

Digital Mail Center service and software allows authorized Provider staff or authorized Customer staff to scan certain physical mail and electronically deliver it to incarcerated recipients. Through Digital Mail Center, authorized staff can (1) view, approve, reject, and manage scanned mail; (2) set alerts when specific recipients receive mail; and (3) review audit logs of activity associated with the Digital Mail Center for increased administrative oversight.

Customer Screened and Processed and Provider Delivered – Customer is solely responsible for the initial processing of physical mail, its conversion into electronic form, and approval for delivery to the intended recipient as well as any associated costs. Provider will furnish the software used to scan the physical mail into electronic form. Once the physical mail is scanned and approved for delivery, the software will automatically distribute the electronic version of the mail as agreed by Customer and Provider.

Customer will not process any mail through Digital Mail Center that originates from an attorney's office or is otherwise legally private or privileged.

If Customer elects to withhold mail from delivery to a recipient the Customer is solely responsible for notifying the recipient and the sender of such actions as may be legally required.

All electronic information associated with the mail, including sender name, time, date, and address will be stored for the Term of the Agreement. Scanned images will be stored for a period of two years after they are scanned. It is the responsibility of Customer to remove any desired images from the housing location for permanent storage within two years after their scan as they may be permanently deleted by Provider after that time. At Customer's discretion, Digital Mail Center can be configured to allow recipients to download scanned images of mail addressed to them upon release from the Facility, provided such scanned images have not been previously deleted pursuant to this section.

The cost of Digital Mail Center was considered and including in offering the terms contained in the Agreement, provided that any additional costs incurred by Customer described herein in connection with Digital Mail Center may be deducted from compensation otherwise owed to Customer under the Agreement or invoiced.

MISCELLANEOUS

Provider will provide one TTY device, one 19" workstation monitor, and, provided that the program is held as scheduled, two complimentary registrations (including flight, hotel, and meals) for its Securus Elevate Summit.

INVESTIGATIVE PRODUCTS AND FEATURES TERMS OF USE

1. Applicability. These terms of use specifically apply, if deployed pursuant to the Agreement, to THREADS, Investigator Pro, ICER, Word Alert, Guarded Exchange Services, National Cellular Forensics Services, Securus Digital Mail Center, and the investigative features of any other Provider product (collectively, the "Selected Applications").
2. Customer Warranty. Customer will comply with all privacy, consumer protection, constitutional, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Selected Applications. Customer acknowledges and understands that Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the Selected Applications or the information obtained in connection therewith. Provider will have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Selected Applications. To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense arising out of Customer's non-compliance with applicable laws.
3. Conditional Use of Selected Applications. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the Selected Applications. Moreover, if Provider determines in its sole discretion that the Selected Applications and/or Customer's use thereof (1) violates the terms and conditions set forth herein; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Selected Applications and shall have no further liability or responsibility to Customer with respect thereto.
4. Accuracy of Transcription, Translation, and Analytical Services. For Selected Applications which provide transcription, translation, or analysis of communications or information, Customer understands and acknowledges that all information used and obtained in connection with such Selected Applications is provided "**AS IS.**" Customer acknowledges and agrees that speech transcription and translation is subject to unavoidable inaccuracies due to, among other things, poor audio quality, language spoken with significant accents or dialects, unfamiliar vernacular or vocabulary, or other issues which may result in transcript or translation inaccuracies. Provider does not make any representations or warranties regarding the Selected Applications' ability to identify suspicious or suggestive key words or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the Facility(s).
5. Disclaimer of Warranties. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE APPLICATIONS ARE PROVIDED "AS IS." PROVIDER AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTED APPLICATIONS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SELECTED APPLICATIONS OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER AND ITS SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE SELECTED APPLICATIONS OR THE UNAVAILABILITY THEREOF.
6. Limitation of Liability. PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (OR TO ANY PERSON TO WHOM CUSTOMER MAY HAVE PROVIDED DATA FROM THE SELECTED APPLICATIONS) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH THE SELECTED APPLICATIONS OR CUSTOMER'S USE THEREOF. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON PROVIDER, CUSTOMER AGREES THAT PROVIDER'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF PROVIDER IN CONNECTION WITH THE SELECTED APPLICATIONS, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, WILL NEVER EXCEED \$1,000,000. CUSTOMER COVENANTS AND PROMISES THAT IT WILL NOT SEEK TO RECOVER FROM PROVIDER AN AMOUNT GREATER THAN SUCH SUM EVEN IF CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**EXHIBIT B – SCHEDULE: INVESTIGATOR PRO END USER LICENSE AGREEMENT
UNIFIED GOVERNMENT OF ATHENS-CLARKE (GA)**

JLG End User Software License Agreement

THIS IS THE EXCLUSIVE LEGAL AGREEMENT BETWEEN YOU AND THE LICENSOR OF THIS SOFTWARE. THIS AGREEMENT GOVERNS YOUR USE OF THIS SOFTWARE. CAREFULLY READ THIS AGREEMENT BEFORE YOU INSTALL OR USE THIS SOFTWARE. BY INSTALLING OR USING THIS SOFTWARE YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. YOU HAVE THE OPTION OF ACCEPTING OR NOT ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT YOU MAY NOT INSTALL OR USE THIS SOFTWARE AND YOUR LICENSE FEE WILL BE REFUNDED.

This End-User License Agreement ("Agreement") is the sole and exclusive agreement between you (herein after "You" or "Your") and JLG Technologies, LLC, its suppliers, and licensors (collectively referred to as "Licensor"). You agree and covenant to the following terms and conditions:

- 1. License Grant:** Subject to Your continued compliance with this Agreement and payment of the applicable license fee(s), Licensor grants You a personal, single user, non-transferable, non-exclusive, revocable license to use, install, store, load, execute, and display the Licensor's software, including software fixes, patches, new releases, upgrades, new versions, enhancements and/or portions thereof, in binary code form only, and the accompanying documentation, if any, (collectively the "Software"), for You solely as a single user. You shall only use the Software strictly in support of Your internal business operations and to process Your own data or as You may deem necessary to support other government agencies that have been granted access to the Software and related data by your organization. You shall not (a) sublicense, assign or transfer the Software or any right or obligation under this Agreement, (b) copy or distribute the Software, (c) rent, loan, lease or otherwise transfer any right to the Software, (d) translate, reverse engineer, decompile or disassemble or otherwise alter the Software (except to the extent, when required by law, and then only to the minimum extent required by law) or (e) distribute (directly or indirectly) any copy of the Software, in whole or in part, or any direct product thereof to any country, entity, or destination prohibited by the United States Government.
- 2. Term:** This Agreement remains effective until terminated. You may terminate this Agreement at any time by destroying the Software, including all copies. This Agreement shall automatically terminate, without notice, if at any time either party fail to comply with all of the terms and conditions of this Agreement. Upon termination for any reason, You shall promptly destroy the Software and all copies or portions thereof in any form and delete all electronic copies.
- 3. Ownership and Confidentiality:** The Software is and shall remain the sole and exclusive property of the Licensor and/or its suppliers and is protected by United States copyright laws and international treaty provisions. All data generated by the Software and never displayed or presented to You through normal use including, but not limited to, debugging data, data for new development, data for testing, data produced as an intermediate step of computation, data produced for cache/performance optimization, statistics, voice models, electronic files, analysis, analyzed data, data structures, and algorithms (collectively referred to as "Internal Data") is and shall remain the sole property of Licensor. Viewable output data generated by the Software expressly including user action audit data, suspicious scores, detection scores, confidence scores, voice scores, model scores, voice capture scores, re-scoring, statistical computations, subsets, mathematical and other transformations, ranking of data, system generated rankings, system generated scores, system generated indexes, call event activity detections i.e. such as voice change events, including any subsets derivatives, or graphical representations of the foregoing (collectively referred to as "Output Results") is and shall remain the sole property of Licensor. Together the Internal Data and Output Results are referred to as "Proprietary Data". For the duration of this Agreement, Licensor grants You an internal use (except as otherwise expressly set forth below), royalty-free, non-exclusive, non-assignable, non-transferable license to

use the Output Results (but, not the Internal Data) as required in the operation of your business including, without limitation, sharing the Output Results with external law enforcement and related government agencies on an as needed basis. It is an express condition of this Agreement that title to, ownership of, and all rights in patents, copyrights, trade secrets and any and all other intellectual property rights in and to the Software and Proprietary Data, including any copy or part thereof, is and shall remain in the Licensor and/or its suppliers. Licensor reserves the right, at its sole option, to modify, update, revise, or discontinue the Software or any portion thereof and agrees to notify Customer of any such modification to the Software. You shall not remove, destroy or obscure any proprietary, trademark or copyright markings or confidentiality legends placed upon or contained on or within the Software or any related materials. You warrant that You shall preserve all of Licensor's proprietary and confidential information and data ("Confidential Information") in strict confidence until such time, if ever, the Confidential Information is made publicly available other than through Your breach of Your obligation of confidentiality. Licensor's Confidential Information shall include, without limitation, the Software, Proprietary Data, voice recordings, license pricing, service prices, purchase orders, trade secrets, discoveries, processes, ideas, discoveries, future products, and the terms and conditions of this Agreement. Nothing in this subsection shall be construed to require either Party to subject itself to a contempt of court or sanctions for failing to comply with a lawful subpoena, discovery request, or court order.

4. **Terms Governed by Contract with Supplier:** You agree and acknowledge that additional terms and conditions including, but not limited to, support, service, fees, and payment terms may be governed by one or more separate agreements between You and the supplier of the Software, other software, computer system, and/or computer network. You further agree and acknowledge Licensor is not a party to any other such agreement. In the event of a dispute between You and any such supplier, You agree to look solely to the supplier for relief. In no event shall Licensor be responsible for or incur any liability for any claim, dispute or lawsuit related to or resulting from any agreement or contract between You and any supplier or other third party.
5. **Warranty:** THE SOFTWARE IS PROVIDED "AS IS." LICENSOR MAKES NO REPRESENTATION OR WARRANTY TO YOU OF ANY KIND CONCERNING THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS. IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE RESPONSIBLE OR LIABLE FOR ANY PROBLEM OR ERROR CAUSED BY OR TO COMPUTER HARDWARE, NETWORK, APPLICATION SOFTWARE OR OPERATING SYSTEM SOFTWARE. YOU EXPRESSLY ACKNOWLEDGE THE SOFTWARE IS PROVIDED "AS IS" AND YOU ASSUME THE SOLE RESPONSIBILITY FOR DETERMINING WHETHER OR NOT TO INSTALL OR USE THE SOFTWARE.
6. **Undocumented Features:** The Software includes certain features and functionality, which may not be described in the Software such as, but not limited to, software lock and metering code, which is designed to prevent authorized or excessive use of the Software. You are hereby put on notice that Your use of the Software will be monitored. Licensor does not warrant or represent that the operation of monitoring feature or any other Software feature, functionality or utility is error free. If You have any questions or concerns regarding the software lock, metering code, or any other Software feature or capability it is Your sole responsibility to direct any such question or concern to owner or manager of Your computer system(s). Licensor reserves the right to add, modify, and/or remove features, functionality, and utilities to the Software from time-to-time, and agrees to provide commercially reasonable notice to You. For Software upgrades which significantly affect the user interface Licensor will provide You reasonable prior notice.
7. **Limitation of Liability:** As described in the Master Services Agreement between Securus and Customer.
8. **Exclusion of Damages:** As described in the Master Services Agreement between Securus and Customer.
9. **U.S. Government Restricted Rights:** You acknowledge that the U.S. federal government retains a royalty-free, non-exclusive, non-transferable license to a portion of the Software pursuant to 48 CFR 52.227-14 (Civilian Agencies) or DFARS 252.227-7013 (Defense Agencies). Portions of the Software described or referenced in this Agreement are commercial computer software programs developed at private expense. Use, duplication, and disclosure of the Software and derivative works thereof to and by the United States Government are subject to the provisions of the license agreement contained with or in the software product as prescribed by the applicable provisions of the DOD FAR supplement or similar regulations of the

U.S. Federal agencies applicable to the delivery of commercial software including the restrictions set forth in FAR 52.22719(c)(2). The contractor of the Software is: JLG Technologies, LLC, 371 Turnpike Road, Suite 200, Southborough, MA 01772.

10. **Governing Law:** As described in the Master Services Agreement between Securus and Customer.
11. **Voice Recordings:** You agree and acknowledge that by using the Software, Licensor will have access to Your voice recordings. You own the voice recordings. You expressly and unconditionally grant Licensor a perpetual, irrevocable, royalty-free, non-exclusive right to use, install, store, load, execute, copy, non-publicly display, create derivative works, manipulate, and otherwise utilize, any and all of Your voice recordings created as a result of Your use of the Software. Licensor will not copy or remove Your voice recordings from any of Your computer systems, except in the performance of services provided by Licensor to You under this Agreement without Your consent. Licensor shall have the right to utilize Your voice recordings for software development, product testing, product demonstrations or for any other purpose as determined solely by Licensor. Some jurisdictions may provide certain privacy, confidentiality or other rights or laws regarding voice recordings and all such recordings shall remain subject to such laws. You expressly covenant that your use of the Software is subject to You, now and forever, unconditionally waiving any and all such rights, including without limitation, any and all results relating to voice recordings processed or analyzed by the Software. You are solely responsible, now and forever, for verifying Your use of the Software and Licensor's use of Your voice recordings is not in violation of any law or regulation in Your jurisdiction.
12. **General Terms:** This Agreement is the complete and exclusive agreement between You and Licensor regarding this subject matter and supersedes all prior agreements and all communications, whether written or oral, between the parties. This Agreement may only be amended, changed, or revised upon written consent of both parties. No third party, including but not limited to, any supplier, distributor, sales representative, service provider, or government employee has the authority to modify, alter or otherwise revise this Agreement on behalf of Licensor. Any waiver of a violation or failure to enforce any provision of this Agreement by Licensor shall not constitute a waiver of any Licensor right. All terms and conditions of this Agreement are severable. If any term or provision, or any portion thereof, of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions shall not be affected. Sections 3 through 12 of this Agreement shall survive the expiration or termination of this Agreement. You agree to comply with all applicable laws and regulations. The export and re-export of the Software is subject to applicable U.S. export regulations, and other applicable laws and regulations and shall be Your sole responsibility.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.