



WOOD COUNTY SHERIFF'S DEPARTMENT



SHAWN BECKER, SHERIFF

April 6, 2021

Prison Policy Initiative ATTN: Andrea Fenster

69 Garfield Ave. Floor 1

Easthampton, MA 01027

E-MAIL: afenster@prisonpolicy.org

- 1. We believe we have complied with your request, as we understood it and enclosed please find the records you requested.
 - **Current contracts, including amendments, to provide calling services, and**
 - **Call commission reports for the County Jail for the most recent three months available.**
 - **Included expiring Securus agreement and new agreement with TurnKey.**

- 2. We have redacted or withheld the following information:

as that information is not responsive to your request. If you request the information that has been redacted or withheld, please make that request known to us in writing and we will re-evaluate your application under Wisconsin Open Records Act.


- 3. We have denied your Open Records request in whole or in part for the following reasons:

- a. The records you are requesting are related to a juvenile case and are therefore not accessible under the Open Records Act.
- b. This information is part of an on-going investigation and release of that information would unduly hinder the investigation at this time.
- c. Your request has been denied in whole or in part for the following reasons:

A denial of your record request is subject to review upon petition for a Writ of Mandamus under Section 19.37 Stats or upon application to the Attorney General or District Attorney.

If you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,


 Theodore Ashbeck, Captain
 Wood County Jail Administrator

**Master Services Agreement
WOOD COUNTY SHERIFF'S OFFICE (WI)
A300151**

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

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

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

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

- 1. Applications.** This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.
- 2. Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you and your respective users use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (*e.g.*, phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and inmate software applications (*e.g.*, automated grievance filing system, law library, etc.) at all existing and future correctional facilities under the authority of Customer in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.
- 3. Compensation.** Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.
- 4. Term** The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is sixty (60) months thereafter. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
- 5. Service Level Agreement and Limited Remedy.** We are committed to providing you with reliable, high quality Applications, and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.
- 6. Software License.** We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). In connection therewith, Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users, and (ii) it will monitor and ensure that its licensed end users comply with all Provider Use Terms and Conditions and as directed herein. The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-

party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

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

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

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

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

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

11. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the use of the Applications or System without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

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

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

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

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

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



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

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

19. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or

expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

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| <p><u>CUSTOMER:</u> Wood County Sheriff's Office</p> <p>By: <u></u></p> <p>Name: <u>Randal Dorshorst</u></p> <p>Title: <u>Chief Deputy</u></p> <p>Date: <u>May 31, 2016</u></p> <p><u>Customer's Notice Address:</u> P. O. Box 8095 Wisconsin Rapids, Wisconsin 54495</p> | <p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: <u></u></p> <p>Name: Robert Pickens</p> <p>Title: President</p> <p>Date: <u>6-6-16</u></p> <p><u>Provider's Notice Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel Phone: (972) 277-0300</p> <p><u>Provider's Payment Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: Accounts Receivable</p> |
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Please return signed contract to:

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

**Schedule
WOOD COUNTY SHERIFF'S OFFICE (WI)**

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and Wood County Sheriff's Office ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to do the following: (a) monitor and record inmate calls, (b) prevent monitoring and recording of private calls (i.e., attorney client calls, clergy calls, or other calls as approved and implemented by you); private number settings allow you to mark these calls not to be monitored or recorded, and you are solely responsible for identifying, approving and disabling requests for private treatment; (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

COMPENSATION:

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

When calculating commissions owed, \$0.03 per call will be deducted from the "per minute" call charge for all calls (excluding interstate). Customer understands and acknowledges that the \$0.03 per call minute exclusion is non-commissionable and will be withheld from gross billed revenues calculation. Further, if permitted by law, including state and federal regulatory requirements, the per-minute call charge will be increased by \$0.03 for all calls (excluding interstate).

FACILITIES AND RELATED SPECIFICATIONS:

| Facility Name and Address | Type of Call Management Service | Commission Percentage | Revenue Base for Calculation of Commission | Commission Payment Address |
|---|---------------------------------|-----------------------|--|--|
| Wood County Jail 400 Market Street Wisconsin Rapids, WI 54495 | SCP | 47%* | Gross Revenues | Wood County Sheriff's Office P. O. Box 8095 Wisconsin Rapids, WI 54495 |

***Notwithstanding anything to the contrary contained in the Agreement, due to the mandated rate caps on interstate calls established by the FCC in Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s); however, if the mandated rate caps on interstate calls are modified or eliminated, the commission on interstate calls will be reinstated, if permitted by state and federal regulatory requirements.**

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

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

| WORKSTATION REQUIREMENTS | |
|--------------------------|---|
| Processor | 2 gigahertz (GHz) or higher processor |
| Operating System | Windows XP*, Windows Vista, Windows 7 |
| Browser | Internet Explorer 8, 9 or 10 (newer versions are not supported) |
| Memory | At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory |
| Drive | CD-RW or DVD-RW drive |
| Display | Super VGA (1,024 x 768) or higher resolution video adapter |
| Peripherals | Keyboard and Microsoft Mouse or compatible pointing device |
| Internet | High speed internet access (dial up is not supported) |
| Installed Software | Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework 4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quick Time 7 or newer, Windows Media Player, Antivirus, WinZip or other zip utility |

**XP Media center edition not supported*

SERVICE LEVEL AGREEMENT

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

1. Outage Report; Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You 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. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

2. Priority Classifications. Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

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

3. Response Times. After receipt of notice of the System Event, we will respond to the System Event within the following time periods:

| | |
|------------|----------|
| Priority 1 | 2 hours |
| Priority 2 | 24 hours |
| Priority 3 | 72 hours |

4. 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 you 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.
5. Performance of Service. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.
6. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our 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.
7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a technician will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.
8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.
9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.
10. End-User Billing Services and Customer Care. Our 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 our website www.securustech.net, and by facsimile at 972-277-0714. In addition, we 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. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

INSTANT PAY™ PROGRAM

DESCRIPTION

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

COMPENSATION

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

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

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

INMATE DEBIT

DESCRIPTION:

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

INVOICING AND COMPENSATION:

Provider shall invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt. Provider shall pay Customer the commission percentage that Provider earns through the completion of Debit calls placed from Customer's Facilities as specified in the chart below. Provider reserves the right to deduct call credits from usage. Provider shall remit the commission for a calendar month to Customer on or before the 30th day after the end of the calendar month in which the Debit calls were made (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

| Facility Name and Address | Debit Commission Percentage |
|---|-----------------------------|
| Wood County Jail 400 Market Street Wisconsin Rapids, WI 54495 | 47%* |

***Notwithstanding anything to the contrary contained in the Agreement, no commission shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).**

PREPAID CALLING CARDS

DESCRIPTION:

Upon receipt of your written request, we will provide you with inmate Prepaid Calling Cards for resale to inmates at the Facilities specified in the chart below. Prepaid Calling Cards are not returnable or refundable; all sales are final. Each Prepaid Calling Cards will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If you authorize us, we will deal with your third-party commissary operator ("Commissary Operator") for the sole purpose of selling Prepaid Calling Cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for Prepaid Calling Cards sold to Commissary Operator on your behalf.

TAXES:

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Provider will invoice Customer for each order of Prepaid Calling Cards. Customer agrees to pay the invoice within thirty (30) days, including all applicable sales taxes and other regulatory charges. Customer may provide a Sales and Use Tax Resale Certificate to Provider stating that Customer will be responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will not charge applicable sales taxes on Customer invoices for Prepaid Calling Cards purchases.

COMPENSATION:

The face value of the Cards less the applicable percentage specified in the chart below plus any applicable sales tax and shipping charges shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then we reserve the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice price of the Cards plus any accrued interest from any amounts we owe you until paid in full. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the amounts owed exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice. All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless Customer provides us a valid reseller's certificate before the time of sale.

VENDING MACHINE: You agree to grant us the exclusive right to install a Prepaid Calling Card Vending Machine ("Vending Machine") at the Facilities described in the chart below, and we reserve the right in our sole discretion to remove the Vending Machine(s) at any time upon sixty (60) days prior notification to you. You agree to purchase and dispense Prepaid Calling Cards exclusively from Provider at the discount described in the chart below. You will furnish the necessary space, janitorial services, security, and utilities to permit the proper installation and operation of the Vending Machine(s). We agree to install, maintain, and service the Vending Machine(s) in accordance with industry standards and all federal, state, and local laws. We will train your staff in the stocking and operation of the Vending Machine(s), and thereafter, you will be solely responsible for keeping the Vending Machine(s) stocked and removing any and all cash from the machine(s). Prepaid Calling Cards are not returnable or refundable; all sales are final. Each Prepaid Calling Card will be valid for no more than six (6) months from the date it is first used. The Cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. Provider will invoice Customer for each order of Prepaid Calling Cards. You agree to pay the invoice within thirty (30) days, including all applicable sales taxes and other regulatory charges. You may provide us a Sales and Use Tax Resale Certificate stating that you are responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If we receive a Sales and Use Tax Resale Certificate from you, we will not charge applicable sales taxes on the invoices for Prepaid Calling Cards purchases. You will retain all income derived from cards sold through the Vending Machine(s), and will be solely responsible for end-user complaints and refunds. You will assume the risk of loss for the cards and will be responsible for failure/loss rate exceeding two percent (2%) of the total order value. Customer agrees to hold Provider harmless against loss of income or profits.

FACILITIES AND RELATED SPECIFICATIONS:

| Facility Name and Address | Discount Percentage |
|---|---------------------|
| Wood County Jail 400 Market Street Wisconsin Rapids, WI 54495 | 30%* |

* Less the applicable percentage reduction attributable to interstate calling revenue

WARRANTY. WE DISCLAIM 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. Notwithstanding, we will pass through to you any applicable manufacturer warranties, and agree to repair and maintain the vending machine in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the priority level number 3 listed in the SERVICE LEVEL AGREEMENT above. An authorized representative of Customer must be present and oversee all service and maintenance visits by the Provider. All maintenance will be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to the vending machine by you (not the public), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to the vending machine. For a vending machine service request, you 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. After receipt notice of a vending machine service request, we will respond within 36 hours. In all instances Technical Support will dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. A member of our customer satisfaction team will confirm resolution.

INVESTIGATOR PRO™

DESCRIPTION:

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice print enrollment process. This inmate voice print enrollment process will be the responsibility of Customer.

CALLING RATES

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



**Exhibit A: Customer Statement of Work
WOOD COUNTY SHERIFF'S OFFICE (WI)**

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

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

B. **Equipment.** We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, up to 5 VPM sets, and storage for one (1) year/purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Schedule Effective Date.

| | |
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| <p><u>CUSTOMER:</u> Wood County Sheriff's Office</p> <p>By: </p> <p>Name: <u>Randal Dorshorst</u></p> <p>Title: <u>Chief Deputy</u></p> | <p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: </p> <p>Name: Robert Pickens</p> <p>Title: President</p> |
|--|--|

Please return signed contract to:

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

Rate Change Authorization (LBS)

This Rate Change Authorization (LBS) (hereinafter "Authorization") is provided by the party identified below as Customer ("Customer") and is subject to and governed by the current Master Services Agreement ("Agreement") between Customer and Securus Technologies, Inc. ("Provider"). Its terms are effective as of the date signed by Customer below (the "Effective Date") and this Authorization is coterminous with the Agreement.

Provider's Location Based Services ("LBS") product relies on data from third party sources in order to provide Customer with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") in certain situations. Citing privacy concerns regarding this data, certain third party sources have informed Provider that they have suspended the provision of the MLD which is a needed for the productive use of LBS.

Based on our records, LBS is being paid for via a non-commissionable addition to the inmate telephone rates being charged at your facility(s) (the "LBS Rate Adder"). Given the current status of the LBS product, Provider proposes the following options with regard to the LBS Rate Adder.

Options – Customer to check the box and initial the selected option – only one applies:

RSD A. Remove the LBS Rate Adder. To the extent it is being applied, the LBS Rate Adder will be removed from the inmate telephone rates being charged at Customer's facility(s).

_____ B. Keep the LBS Rate Adder and Make It Commissionable. The LBS Rate Adder will stay in place, but Provider will include the LBS Rate Adder in its calculation commissionable revenue when paying Customer commissions based on Customer's currently-contracted commission percentage.

The person signing this Authorization represents that he or she has the unrestricted right and requisite authority to enter into and execute this Authorization, to bind Customer named below, and to authorize the rate changes described herein.

CUSTOMER AUTHORIZATION: Wood County Sheriff's Office
Print Customer name as it appears in the Agreement


Authorized Signer's Signature

Randal Dorshorst
Authorized Signer's Printed Name

December 7, 2018
Date

Chief Deputy
Authorized Signer's Title

TurnKey
CORRECTIONS
WOOD COUNTY, WISCONSIN
JAIL SERVICE AGREEMENT

THIS JAIL SERVICES AGREEMENT (“Agreement”) is entered into between Wood County, a political subdivision of the State of Wisconsin, hereinafter referred to as the “Facility,” and T.W. Vending Inc. d/b/a TurnKey Corrections, hereinafter referred to as “Provider” (each a “Party” and collectively, the “Parties”).

WHEREAS, the Facility seeks to enter into an agreement for the provision of certain inmate services and commissary products to its Facility and for the benefit of its inmates; and

WHEREAS, Provider is capable of providing such inmate services and commissary products to the Facility, and desires to do so according to the terms and conditions stated herein.

NOW THEREFORE, for good and valuable consideration, which is detailed below, the Facility and Provider agrees as follows:

1. Effective Date of Agreement. This Agreement shall be effective on the date where both Parties have signed where indicated on the signature page (the “Effective Date”).

2. Term of Agreement.

(a) Unless otherwise provided herein, the Parties agree that the initial term of this Agreement shall be for a period of five (5) years (“Initial Term”), beginning on the first day of the first full calendar month following the date in which Provider’s system becomes operational at the Facility (“Term Initiation Date”). This Agreement shall automatically renew on the anniversary of the Term Initiation Date for successive one-year terms, provided that, beginning in the final year of the Initial Term, either Party may terminate this Agreement for any reason by delivery of written notice to the other Party not less than 60 days prior to the termination date. Thereafter, either Party may terminate this Agreement for any reason by delivery of written notice to the other Party not less than 60 days prior to the then-effective one-year term.

(b) As a material consideration for the commissions detailed hereinbelow, Facility grants Provider the right to be the sole and exclusive provider of all of its needs for inmate commissary products and other inmate products/services, including communication exclusive to Provider’s network (specifically telephone, email, SMS/Text messaging, video visitation, picture mail, MP3/music, and tablets/hand held devices) as are available to Facility from Provider, regardless of the package of services initially chosen by the Facility.

(c) If a new jail is built during this current contract, Provider will add the appropriate equipment to accommodate the needs of the new facility.

3. Equipment; Scope of Services.

(a) **Equipment**: Provider shall conduct a site visit and determine, based on industry standards and its own best practices, the volume of equipment required to be installed at the Facility in order to best provide the Facility and its inmate population with the services selected by the Facility (“Hardware”). Provider shall then install the Hardware and Provider’s administrative software, known as the TEAM software system (“TEAM”), at the Facility (the Hardware and TEAM, shall collectively be referred to herein as the “Equipment”). The pricing for the Equipment identified in this Agreement reflects the Hardware package selected by the Facility as of the Effective Date. Provider will install and activate the Equipment prior to the Term Initiation Date without charge to Facility.



All recurring prices, expenses and charges to the Facility are as set forth herein, unless this Agreement is modified in accordance with Section 23.

(b) **Trust Accounting Software:** If requested by the Facility, Provider shall furnish, install, maintain and update TEAM at the Facility. Provider shall install TEAM on to Facility's systems during the initial training or provide TEAM to the Facility for electronic download. After completing the download, the Facility shall receive an activation link for the activation of the license. TEAM creates an account for each inmate, into which account money can be deposited ("Trust Account"), and the Facility can use such Trust Account to track issues applicable to and to otherwise interact with each inmate. The use of the Equipment by each inmate shall be affected through such Trust Account.

(c) **Software License:** Upon activation, Provider herewith grants the Facility the non-exclusive, non-transferrable and not sub-licensable right to install, run and use TEAM on Facility's computers within the limits of the scope of use specified in this Agreement. The rights of use granted hereunder shall not include any rights to the source code of TEAM.





- i. The rights of use granted under the Agreement shall be limited in time to the term of this Agreement, or to the time of termination of this Agreement, whichever is earlier.
- ii. Any use of the software exceeding the agreed scope of use is expressly prohibited. The Facility shall use TEAM only in accordance with the provisions of the Agreement and in accordance with laws and regulations applicable to such use. When using TEAM, the Facility shall, in particular, comply with all applicable data protection and export control provisions.
- iii. The rights granted pursuant to this Agreement shall not include and the Facility shall not be entitled to nor shall it allow a third party to (i) attempt to circumvent any technical devices of TEAM that are directed at, or have the effect of, enforcing the terms of the Agreement; (ii) modify or create derivative works, or translate, decompile or create or attempt to create, by reverse engineering or otherwise, its source code or object code of TEAM; (iii) use TEAM under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement; (iv) remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, serial number, notice, legend or similar marking on any copy of TEAM, or related data, manuals, documentation or other materials; (v) market, sell, lend, rent, lease, or otherwise distribute TEAM or give or provide it to third parties; or (vi) assign, sublicense or otherwise transfer any rights in or to TEAM. Facility recognizes and agrees that there is no adequate remedy at law for a breach of this section, and that such breach would irreparably harm Provider for which monetary damages would not be an adequate remedy, and that, therefore, Provider is entitled, in addition to its other rights and remedies, to equitable relief in the form of an injunction against any or further breach of this limited license.
- iv. As between the Parties, Provider retains all right, title and interest in and to TEAM and in all copies, modifications and derivative works of TEAM including, without limitation, all rights to patent, copyright, trade secret, trademark and other proprietary or intellectual property rights.
- v. Provider may, at its sole discretion, elect to offer updates to TEAM. These releases may contain the correction of errors, security patches as well as minor improvements of functions (e.g. optimizations in the program execution speed). Provider shall have no obligation to provide updates to TEAM. If, however, Provider does elect to provide updates, the Facility shall be obligated to update TEAM as soon as reasonably practicable. All rights of use set forth herein applicable to TEAM shall also apply to any updates.








- vi. SPECIFIC AS TO TEAM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL PROVIDER OR ITS SUPPLIERS OR AGENTS BE LIABLE TO FACILITY FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS ON MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE USE OF TEAM.
- vii. Since Provider is not selling TEAM to the Facility, and the functionality of TEAM will cease after the termination of this Agreement, PROVIDER OFFERS NO WARRANTIES TO THE FACILITY AS TO TEAM, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS THAT TEAM WILL MEET FACILITY'S REQUIREMENTS OR THAT OPERATION OR USE OF TEAM WILL BE UNINTERRUPTED OR ERROR-FREE. The Parties hereto agree that this Section is meant to waive the applicability of and to otherwise release Provider from any statutory warranty available to the Facility which can be waived. All statutory warranties available to Facility which cannot be waived shall remain in full force and effect.
- viii. Provider strictly complies with applicable data protection law. Non-personal or anonymous data may be collected automatically to improve functionality and the Facility's experience with TEAM. The Facility agrees that Provider owns all rights in and is free to use any such non-personal or anonymous data in any way it deems fit for development, diagnostic, corrective as well as marketing or any other purposes. The use by Provider of data generated hereunder is strictly the responsibility of Provider, and Provider shall keep and maintain all such data secure to the highest industry standards.
- ix. The Parties hereto agree that it is not part of TEAM to safeguard an interruption- and latency-free end-to-end connection between different users of TEAM. The Facility acknowledges that TEAM may be unavailable or include latency from time to time due to technical difficulties or due to causes beyond the reasonable control of Provider. Additionally, the Facility acknowledges that the end-to-end connection between different users of TEAM is dependent on the Facility's internet connection as well as the Facility's use of other hardware and software (e.g. Facility management systems, hardware age and sophistication, operating systems), all of which shall not be included in the services provided by Provider and shall likely have an impact on the functionality of TEAM.
 - A. Subject to the foregoing, Provider will use commercially reasonable efforts to maintain operational performance of 99% expected uptime, which is measured over a calendar year, but excludes scheduled and emergency maintenance, issues originating with Provider web-service partners, and performance degradation.
 - B. Standard scheduled maintenance windows are the third Saturday of each month from 2:00 AM to 6:00 AM Central Time, and in general, Provider will make every effort to not perform scheduled maintenance during each available maintenance window. Also, whenever possible, Provider will perform any required emergency maintenance during the calendar day from 1:00 AM to 5:00 AM Central Time. Provider will provide an incident report for major incidents within 72 hours of closure of a material outage.
- x. Facility acknowledges that TEAM and related technical data (collectively "Controlled Technology") are subject to the import and export control and economic sanctions laws of the United States, specifically the U.S. Export Administration Regulations (EAR) and the laws of any country where


Controlled Technology is imported or re-exported. Facility agrees to comply with all relevant laws and will not export, re-export, or transfer any Controlled Technology in contravention of U.S. law.

(d) Equipment and Service Specifications; Revenue Sharing:

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| <p>Inmate Kiosk(s)</p>  | <p>0 inmate kiosk(s) will be installed in the Facility. The kiosks will be compatible with all services offered by the Provider, including commissary ordering, display of account balances, video visitation (both on and off-site), inmate messaging, inmate e-mail, MP3 / Music, and additional services as available.</p> <p>*More kiosks may be added if agreed upon from both parties and needed because of increase in population or proper jail operations.</p> <p>*If new jail is built during this current contract, we will add as needed to equip the new jail with proper amount of kiosks.</p> <p>Cost for kiosk(s) \$0.00. Any additional inmate kiosks are \$2,295 each.</p> |
| <p>Commissary Delivery</p>  | <p>Provider will package, label, and deliver any commissary orders made over the kiosks or from outside users of Provider’s system, and ensure their delivery to the Facility. The commissary orders will be distributed regularly on a mutually agreeable schedule. The Facility will be responsible for inspection and distribution of any such orders.</p> |
| <p>Lobby Deposit Kiosk(s)</p>  | <p>1 lobby kiosk(s) available for processing all cash and credit card deposits by non-inmates. Credit card deposits made online or at the lobby kiosk will require an \$8.95 convenience fee. Cash deposits at the lobby kiosk will have a \$2.00 convenience fee.</p> <p>If Facility or any other applicable governmental authority places a lien on any Trust Account for any reason, all deposits to such Trust Account shall be allocated forty percent (40%) as unrestricted cash for such inmate’s discretionary use, and sixty percent (60%) to reduce the amount of such lien.</p> <p>Cost for lobby kiosk(s): \$0.00. Any additional lobby deposit kiosks are \$2,295 each.</p> |
| <p>Booking/Release Station(s)</p>  | <p>1 booking/release station(s) which may include, as requested by the Facility and as available from the Provider, money intake unit, smart (vending) card programmer, credit card reader, debit release card programmer, check printer, and any other requested and available items.</p> <p>Inmate credit/debit card deposits at booking will require an \$8.95 convenience fee. If allowed by the Facility, each inmate shall have the option of using inmate’s personal credit card to deposit money onto his/her Trust Account at booking. Facility is responsible for and must adhere to and complete all required processes to complete any such inmate credit/debit card transaction at the time of booking. The limit for any booking credit/debit card transaction by the inmate is \$100.</p> <p>Provider will charge Facility a \$1.00 convenience fee for each debit card issued to inmates at release. Facility can utilize Provider’s TEAM software to reduce each</p> |

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| | <p>released inmate's debit release card net balance by \$1.00. Facility must also abide by all requirements of the card issuer to obtain the inmate's consent in writing to obtain a debit card, must provide a copy of such completed documentation to the card issuer and/or Provider upon request, and must retain such written authorization for the duration prescribed by the card issuer.</p> <p>Cost for required booking/release station(s): \$0.00. Any additional booking/release stations are \$2,295 each.</p> |
| <p>Video Visitation Station(s):</p>  | <p>2 lobby public video visitation station(s). These stations allow the public to visit inmates on Provider's proprietary inmate visitation station. Visits performed from lobby visit stations will incur no charge to the Facility or to the public.</p> <p>Cost for lobby video visitation station(s): \$0.00. Any additional video visitation kiosks are \$2,295 each.</p> <p>Off-Site Video Visitation: Off-site use of Video Visitation is available if the Facility has agreed to provide such service through Provider. Off-site video visits are commenced and paid for by an off-site visitor, or could be paid out of the inmate's Trust Account if prior arrangement is made and agreed to by the inmate. Each visit with an offsite person costs \$0.39 per minute. The facilities cost will be \$.16 per minute plus tax. Facility can set own rate as well.</p> |
| <p>Inmate Handhelds "Cel-Mate"</p>  | <p>Provider will provide 45 inmate handheld devices to the Facility. Cel-Mate® shall be capable of making phones calls, transmitting SMS texts and emails, video visitation and taking commissary orders. Provider will supply TBD charging stations for the Cel-Mate® devices. Placement of the charging stations shall be at the discretion of the Facility so long as such charging stations are placed in locations secure from the inmate population. Any additional Cel-Mate® devices and charging stations required by the Facility may be subject to additional costs and fees.</p> <p>The use of Cel-Mate® requires the installation of a wireless communications system, the cost of the installation of which system shall be borne by Provider unless, given the structural and physical attributes of the Facility, the cost and ongoing expense of such system is unreasonably expensive, in which case Provider and Facility shall negotiate a mutually agreeable sharing of such installation and ongoing expense. The Facility will be responsible for terminating wire at location where wireless routers will be placed. Provider will pay for the required network cabling, and if the installation of such cabling requires the use of a third-party electrician, Provider will pay up to \$5,000 toward the cost of such electrician.</p> |
| <p>Inmate E-Mail/ SMS/Picture Mail Costs</p>  | <p>Inmates who have outside parties communicating with them via email, text, or picture mail, will be able to respond in-kind to such communications.</p> <p>E-Mail, SMS text, and Picture Mail will each cost the Facility \$0.08 plus all applicable taxes per transaction. The Facility will determine the charge to the public/inmate for each such service, with the commission rate paid to the Facility being the difference</p> |

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| | <p>between the cost plus taxes and the eventual charge to the public/inmate for the service.</p> |
| <p>Music/MP3 Players and Headphones</p> | <p>MP3 players are made available, as are headphones, for the inmates to listen to music or other pre-approved recorded material. The MP3 players are available through commissary, and the cost of the song download typically runs between \$1.00 - \$3.00, plus license fee and any applicable taxes. Inmates may take the MP3 players with them upon release.</p> |
| <p>Inmate Telephone Service</p>  | <p>TKC TeleCom LLC, an affiliated company with Provider, provides integrated telephone telecommunications equipment and services which include proprietary (and patented) software capabilities (access, monitoring, recording, and archiving), remote data service processing services, back-office data processing, resale of intra-state and interstate telephone telecommunications, management of relationships with underlying telephone telecommunication carriers and providers, provision and maintenance of related equipment, and help desk functions.</p> <p>For the use of the service, the Facility agrees to pay TKC TeleCom \$0.10 per telephone-minute used. The rate charged by TeleCom includes its TKC Insight®, an investigative analytics product designed to improve security at the Facility with enhanced call tracking, speaker identification, improved sound, plus language translation and improved reporting. The Facility is able to charge users rates above \$0.10 per minute, but the Facility cannot charge rates above \$0.25 per minute without thirty (30) days prior written notice to the TKC TeleCom. The Facility retains the difference between \$0.10 and whatever amount it charges users per telephone-minute, provided, however, the difference shall be reduced by applicable taxes as calculated based on the total final rate charge to users as determined by the Facility. TKC TeleCom will be responsible for remitting all applicable sales, federal and state telephone telecommunication taxes, with the amount paid for such taxes deducted from the amount paid to the Facility by TKC Telecom.</p> <p>TKC TeleCom will install kiosks and/or inmate telephones at locations in the Facility at mutually agreed upon locations, using mutually agreed upon equipment and installation pricing.</p> <p>For the above equipment and services to be effective, the Facility must enter into a separate Facility Telephone Telecommunications Agreement with TKC TeleCom.</p> |
| <p>Other features available</p>  | <p>The Facility will be able to use all features offered by the Provider, including mail scan, paperless kites, law library, attorney and bond agency directory, inmate handbook, PREA automation, and other features. Provider has partnered with FastCase® for law library access, with a cost to the Facility of \$1.00 per inmate per month, calculated over the course of each month using its average daily population. Please check with your salesperson to obtain a detailed list of all available services and costs.</p> <p>* Deposits for EMP Program are approved up to \$650 per month.</p> |

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| Installation Costs  | <p>Provider does not charge the Facility for the initial installation. Facility is responsible for providing electrical and data connections.</p> | | |
| Commission Rate | <p>Unless a different rate is expressly stated for specific sales or services, the Facility will earn a commissary commission rate of 36% of gross commissary sales (net of sales taxes) For communication commission (Inmate E-Mail/SMS/Video Visitation/Picture Mail) the Facility will determine their own commission rate based on the difference between the price charged to the inmate/public and the cost to the Facility, as detailed herein, all net of applicable taxes. Such commission rates shall begin on the 1st day of the month after the Term Initiation Date through the end of the Initial Term, and any renewals, of this Agreement. Notwithstanding the foregoing, the commission rate paid to the Facility for commissary during the first 180-day period following the completion of the installation, or the Term Initiation Date, whichever occurs later, shall be 18%. *This is based on all services offered by TKC, including commissary and all communication services.</p> | | |
| Synopsis | <p>Check all that apply:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> _1_ Booking Stations <input type="checkbox"/> _1_ Lobby Kiosks <input type="checkbox"/> _2_ Video Visitation <input type="checkbox"/> _0_ Inmate Kiosks <input type="checkbox"/> Yes_ Text/Email <input type="checkbox"/> 45_ Cel-Mate® <input type="checkbox"/> Yes_ FastCase® Law Library <input type="checkbox"/> No_ Inmate Education (attach Exhibit A) </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> _1_ Check Printer <input type="checkbox"/> _1_ Lobby Phones <input type="checkbox"/> Yes_ Commissary <input type="checkbox"/> Yes_ Inmate Phone (w/ TKC Insight®) <input type="checkbox"/> Yes_ Picture Mail <input type="checkbox"/> Yes_ Mail Scan <input type="checkbox"/> Yes_ MP3 Players <input type="checkbox"/> No_ Vending Machines </td> </tr> </table> | <input type="checkbox"/> _1_ Booking Stations <input type="checkbox"/> _1_ Lobby Kiosks <input type="checkbox"/> _2_ Video Visitation <input type="checkbox"/> _0_ Inmate Kiosks <input type="checkbox"/> Yes_ Text/Email <input type="checkbox"/> 45_ Cel-Mate® <input type="checkbox"/> Yes_ FastCase® Law Library <input type="checkbox"/> No_ Inmate Education (attach Exhibit A) | <input type="checkbox"/> _1_ Check Printer <input type="checkbox"/> _1_ Lobby Phones <input type="checkbox"/> Yes_ Commissary <input type="checkbox"/> Yes_ Inmate Phone (w/ TKC Insight®) <input type="checkbox"/> Yes_ Picture Mail <input type="checkbox"/> Yes_ Mail Scan <input type="checkbox"/> Yes_ MP3 Players <input type="checkbox"/> No_ Vending Machines |
| <input type="checkbox"/> _1_ Booking Stations <input type="checkbox"/> _1_ Lobby Kiosks <input type="checkbox"/> _2_ Video Visitation <input type="checkbox"/> _0_ Inmate Kiosks <input type="checkbox"/> Yes_ Text/Email <input type="checkbox"/> 45_ Cel-Mate® <input type="checkbox"/> Yes_ FastCase® Law Library <input type="checkbox"/> No_ Inmate Education (attach Exhibit A) | <input type="checkbox"/> _1_ Check Printer <input type="checkbox"/> _1_ Lobby Phones <input type="checkbox"/> Yes_ Commissary <input type="checkbox"/> Yes_ Inmate Phone (w/ TKC Insight®) <input type="checkbox"/> Yes_ Picture Mail <input type="checkbox"/> Yes_ Mail Scan <input type="checkbox"/> Yes_ MP3 Players <input type="checkbox"/> No_ Vending Machines | | |

(e) Additional Requirements:

- i. **Equipment Ownership:** All Equipment is and remains owned exclusively by Provider. Provider shall maintain installed Equipment within the service standards outlined within this Agreement, and, so long as all terms and conditions set forth herein are fully satisfied, shall remove such Equipment at the termination of the business relationship between Provider and Facility, all at no cost to the Facility.
- ii. **Credit/Debit Card Processing:** Amounts deposited into the Trust Accounts via credit/debit cards are available for use by the applicable inmate. If any amount so deposited is disputed by the card holder, and if allowed under law and if the funds remain available, such disputed deposit shall be deducted from the applicable inmate’s Trust Account. TEAM should also allow the Facility to track any inmate who returns to the Facility after discharge and to collect any deficiency from any new amounts deposited into the inmate’s Trust Account incurred during the previous incarceration.
 - A. Provider does not warrant that credit/debit card processing will be error free. While Provider acknowledges that it is responsible for the actions of its processor, any errors in the use of any credit or debit card shall be and shall remain the responsibility of the card holder.
 - B. Neither Party shall impose any surcharge or similar fee on any transaction that would violate any applicable credit card network rule or applicable law. In cases where Provider’s banking or financial partners or similar service providers, impose changes in processing costs payable by Provider, Provider reserves the right to modify transaction processing fees to reflect such changes



and to charge such additional costs to system users. Provider also reserves the right to change processors at any time and at its sole discretion.

- iii. **Commissary:** All Facility commissary products shall be supplied exclusively by Provider, and Facility shall not accept commissary products from any other vendor during the term of this Agreement.
- iv. **Delivery and Support:** Provider shall deliver, or cause to be delivered, commissary orders to Facility on a mutually agreeable schedule. If Facility also has vending machines available to its inmates, which vending machines are provided hereunder by Provider, Provider shall fill such machines on such regular intervals as are mutually agreed upon by the Facility.
- v. **Facility Systems and Cooperation:** If the Facility requests that Provider interface with Facility's systems and/or with any third-party service provider(s), then the Facility shall provide access to the necessary technical information and specifications of its systems in order for Provider to be able to interface with the Facility systems and with any such third-party service provider(s). Such technical information shall include, at a minimum, contact information for relevant Facility and service provider personnel, and a general description of the intended interface. Technical information should also include application programming interface (API) specifications and documentation, network service endpoint URI's, and authentication credentials. Only if Provider has an existing interface with the Facility's service provider(s) shall this requirement be waived, and then only at Provider's sole discretion. In addition, the Facility shall provide any technical specifications required for the introduction of any new TEAM features and/or Provider services as they are introduced and/or agreed to by the Facility. Such technical information should include, at a minimum, detailed descriptions of intended operations of the requested feature(s), and any additional required Facility and/or service provider contact information necessary to implement such new feature(s). Best practices require technical information to include flow charts, technical drawings, and/or screenshots of similar features in other software applications. All such systems and contact information shall be submitted by the Facility to the Provider within thirty (30) days of the Effective Date. The failure of Facility to provide the required technical and contact information will slow the integration and onset of Provider's services, will impact commission rates, will result in diminished service capabilities by Provider, and may be considered a breach of this Agreement by Provider.

(f) System Features:

i. Video Visitation:

- A. All visits are recorded. Visits are recorded in real time audio and four frames per second on video. Facility has 24/7/365 access to all recordings on Provider's web-based system. Although recordings are maintained on Provider's servers, which servers are not on Facility premises, the recordings are property of the Facility, and Provider shall provide Facility with a disk of copies of the recordings upon request at no cost. All recordings are maintained on Provider's servers for 90 days. The Facility will be notified prior to the deletion of any recordings.
- B. It is the responsibility of the Facility to monitor the visits. Monitoring allows for visits to be terminated immediately for inappropriate conduct. Visits constituting attorney-client communications, or other legally privileged communications, can be eliminated from monitoring.
- C. The Facility will determine, at its sole discretion, which inmates are eligible to use the system, the visiting hours, and the parameters necessary for visitors to be approved and allowed to schedule a visit.
- D. Visitors, inmates, groups, and pods can all be tagged for real-time review by outside agencies and the Facility's administration.



E. Privileges may be revoked or suspended at any time for any reason for any user.

ii. Inmate Email/Text/Picture Mail:

- A. Can be sent both internally and externally, after inmate makes contact with his loved ones.
- B. Ability to send and receive can be blocked for internal and external parties for any reason at any time.
- C. Screening system is in place to identify and block inappropriate words/pictures, which system is designed to alert the Facility to the presence of such inappropriate words/images, thereby allowing the Facility to terminate the visit, or to address the issue with the inmate and/or outside user.
- D. Material can be sent to administrative queue for review before delivery to internal or external parties, or can be scored through an algorithm. Low score material can be delivered directly to the inmate or external party, or routed to a queue for review if above a score threshold. The score threshold can be set by the Facility. Material constituting attorney-client communications can be eliminated from monitoring.
- E. All material is saved and kept for the term of the Agreement plus two years.
- F. All material is sent and delivered electronically, eliminating the need for paper.
- G. Inmates can request print of picture for added fee.
- H. All material remains the property of the Facility.

iii. Account Management:

- A. Easy-to-use interface walks Facility staff through account creation (booking) and account close (release) processes.
- B. Track general inmate information including name, inmate number / criminal history number, unit number, language, status, and audit information (user and date/time stamp of record creation and last time the account was altered). Other inmate information may be stored on the system allowing Facility to streamline inmate interaction.
- C. Search for accounts based on any combination of the following: inmate number, first/middle/last name, unit number, language, status, account group and sound-ex searches.

iv. Reports:

- A. Customization available.
- B. Automatically generates account balance summary, deposit transactions, cash-in transactions, system balance, transaction history, refund transactions, check register, voided checks, daily balance, daily shift, inmate deposits, inmate detail, inactive accounts, closed accounts, event log, kiosk status, site charge detail, site charge grouping reports, and various additional reports.
- C. Export reports to Adobe Acrobat, Microsoft Excel, CSV, HTML, and Comma Delineated.

v. Equipment Maintenance:

- A. Provider shall furnish, install, maintain, and repair/replace, as necessary, all Equipment. Provider is responsible for any security devices or software it deems necessary to protect hardware, software, and data from unauthorized access or disclosure. Provider agrees to keep all Equipment



in good order and operating condition. Provider maintains 24/7/365 customer service. It is the goal of Provider to respond to service requests within 2 hours of requests, to resolve such requests on a priority basis, and to provide an action plan within 48 hours for issues that cannot be immediately addressed. It is also the goal of Provider to respond to Equipment failures within 48 hours of written notice being delivered to Provider. Provider shall not be held accountable, however, for delays in response caused directly or indirectly by strikes, accidents, fire, flood, unseasonable weather, war, riot, civil unrest, government closure, pandemic, supply chain disruptions, acts of God, or other causes beyond the reasonable control of Provider.

- B. Facility agrees to provide:
 - 1) Power (typically 110v AC); and
 - 2) Network cabling from and to areas as specified by the Provider. Provider will pay for the required cabling, and if the installation of such cabling requires the use of a third-party electrician, Provider will pay up to \$5,000 toward the cost of such electrician.
- C. Provider agrees to install, maintain and pay for a dedicated internet service to the Facility for the purpose of allowing access for Provider's systems to the internet. Provider also agrees to train Facility staff in TEAM and account reporting as needed, and to "train the trainer." It is mutually agreed that Facility staff will learn and apply procedures that allow Provider's services to be effectively implemented and operated within the Facility.
- D. Provider agrees to endeavor to help the Facility create customized Trust Account reports, which reports may be used for tracking, bookkeeping, auditing purposes, or other related training.
- E. The Parties agree to cooperate and perform all tasks necessary and desirable in order to implement the services contemplated by this Agreement. To the extent there is any ambiguity as to the nature or scope of services to be provided by Provider under this Agreement, the Parties will cooperate in good faith to agree upon the precise nature and scope of such services. If the Parties are unable to reach such agreement within sixty (60) days of the execution of this Agreement, then Provider may elect either (a) to exercise its commercially reasonable efforts to provide the service as requested by the Facility; or (b) to terminate the Agreement upon providing ninety (90) days' written notice. Any such termination shall not relieve either Party from any payment obligations arising prior to the effective date of termination.

(g) **Tampering:** Facility agrees that it is responsible for physical security of all Equipment after delivery and installation, and shall immediately notify Provider of any evidence of tampering, damage, the presence of foreign physical devices, any other abuse, misuse or theft of the Equipment. The Facility shall not modify, alter, install or attach, or permit to be modified, altered, installed or attached, on or to the Equipment, or on or to any software, code, without the express written agreement of Provider. If the Facility becomes aware that any Equipment or attendant software has been modified or tampered with, it shall immediately notify Provider, and Provider shall then have the option to disable such Equipment until such time as it can be replaced or removed. Payment for such replacement or removal shall be in accordance with the terms set forth herein.

4. Changes in Features, Fees and/or Prices.

(a) During the term of this Agreement, economic conditions may dictate that prices for commissary products be adjusted. Facility acknowledges and agrees to any such price adjustments so long as Provider communicates all price adjustments to Facility in writing at least 15 days prior to any price adjustments taking effect. Provider agrees not to adjust commissary product prices more than three (3) times annually.



(b) In addition to adjustment of commissary product prices, economic conditions may require Provider to adjust its fees under this Agreement. Provider will communicate all fee adjustments to Facility verbally and in writing at least 30 days prior to such fee adjustment taking effect. So long as practical, Provider agrees not to adjust fees more than once annually.

(c) Provider may provide “care packages” to inmates when they are booked into the Facility at a price agreed upon by both Parties based on item requirements.

(d) Provider agrees that it will offer the features in this Agreement accepted by the Facility for the full term of the Agreement, **provided, however**, that in the event that a feature offered by Provider becomes the subject of a dispute or legal action, Provider has the right to stop providing such feature to the Facility without being considered in breach of this Agreement.

5. Compensation and Terms of Payment. Invoices for payment of Provider’s services shall be submitted monthly to the Facility, and in such detail as to allow Facility to review inmate and other activity. All such invoices shall be sent to the Facility’s authorized agent. Payments to Provider shall be made within thirty (30) days after receipt of the invoices.

6. Condition of Payment. Should Provider’s provision of services under this Agreement be found to violate applicable federal, state, or local laws, the Facility may withhold payment until Provider becomes compliant with all such laws; **provided, however**, that Provider shall be entitled to terminate this Agreement ninety (90) days after written notice is provided if it cannot become compliant and/or if the Facility withholds any payment due for any reason for more than sixty (60) days.

7. Authorized Agents; Notices.

(a) The Facility shall appoint an authorized agent for the purpose of administration of this Agreement. Authorized agents for the Provider are:

Dewey Wahlin, President
Phone: 651-261-7158
deweyw@tkc32m.com

Eric Bloms, IT Information
Phone: 715-636-0411
ericb@turnkeycorrections.com

(b) The address of Provider is:

TurnKey Corrections
3329 Casey Street
River Falls, WI 54022
Attn: Legal

(c) Any notices required under this Agreement shall be in writing, delivered by enclosing the same in a sealed envelope, postage prepaid, via regular first-class mail, and deposited in the United States Postal Service, addressed to one of the authorized agents of Provider at its address stated herein or to the authorized agent of the Facility, as applicable.



8. County and State Audit. Pursuant to the laws of the State of Wisconsin, the books and records of Provider arising from and pertaining strictly to the services provided under this Agreement shall be subject to examination by the County and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by Provider for a minimum of six (6) years following termination of this Agreement. The retention period shall be automatically extended during the course of any administrative or judicial action involving the Facility. Such extension expires when the administrative or judicial action is completed or when the authorized agent of the Facility notifies Provider in writing that the records no longer need to be kept.

9. Indemnity; Limitation of Liability.

(a) The Parties hereto agree to defend, indemnify, and hold each other, and their respective employees and officials, harmless from any third-party claims, demands, actions or causes of action, including attorneys' fees and expenses arising therefrom, alleging or related to the gross negligence or intentional wrongdoing by either Party, or its subcontractors, agents or employees, in the performance obligations set forth in this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, REGARDLESS OF THE BASIS OR GROUND OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER FORESEEABLE OR NOT, EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SERVICES TO BE PROVIDED HEREUNDER. Should Provider be liable under this Agreement for any amount that is not excluded under the preceding sentence, or if such exclusion of liability is not valid or enforceable under applicable law, the liability of Provider shall, in the aggregate, not exceed the total amount paid to and received by the Provider under this Agreement during the 12-month period immediately preceding the event giving rise to such liability.

(b) The sole and exclusive remedy for each Party with respect to any and all third-party claims shall be pursuant to the indemnification provision set forth in this Section 9. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted under applicable law, any and all rights, claims and causes of action (other than claims of, or causes of action arising from, actual fraud) it may have against the other Party arising under or based upon any federal, state, local or otherwise applicable law.

i. **Inmate Complaints.** The Facility agrees to act as mediator between the Provider and inmates of the Facility for any issue or claims by inmates against Provider arising during the course of this Agreement. All such disputes shall be first subject to such mediation prior to the ability of any inmate to pursue any other remedy. The obligation to mediate shall be specifically enforceable under applicable law in any court having jurisdiction thereof. Specific as to any claim pertaining to the delivery of a defective product, such claim shall be solely satisfied through the provision of a non-defective product of the same or similar nature.

10. Insurance.

(a) Provider shall not commence work under this Agreement until it has obtained, at its own cost and expense, all insurance required herein. All insurance coverage is subject to approval by the Facility and shall be maintained by Provider throughout the term of this Agreement.

i. Workers' Compensation

A. State: Statutory

B. Employer's Liability with minimum limits of:

| | |
|----------------------------|-------------------------|
| Bodily Injury by Accident: | \$100,000 each Accident |
| Bodily Injury by Disease: | \$100,000 each Employee |
| Bodily Injury by Disease: | \$500,000 policy limit |



C. Benefits required by union labor contracts: as applicable

ii. Commercial General Liability

\$2,000,000 Aggregate

\$1,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

\$1,000,000 Occurrence

\$ 100,000 Fire Damage Limit

\$ 10,000 Medical Expense

iii. Commercial Auto Liability

\$1,000,000 per occurrence

iv. Proof of Insurance

Certificates of insurance evidencing the above coverages in the required amounts shall be submitted to the Facility upon its request. The certificates shall name the Facility as an additional insured. Provider further agrees that it shall not be modify or cancel its insurance except upon thirty (30) days' written notice to the Facility. Facility's failure to require or insist upon the certificate or other evidence of insurance does not affect Provider's responsibility to comply with this Section.

11. Subcontracts. Provider shall not subcontract any portion of the work to be performed under this Agreement without the prior written consent of the Facility. Provider shall ensure and require that any subcontractor agrees to and complies with the terms of this Agreement. Any subcontractor of Provider used to perform any portion of this Agreement shall report to and invoice Provider directly. Provider shall be solely responsible for the performance or nonperformance of any such subcontractor.

12. Force Majeure. The Parties hereto agree that Provider shall not be liable for any delay or inability to perform any provision within this Agreement caused directly or indirectly by strikes, accidents, fire, flood, unseasonable weather, war, riot, civil unrest, government closure, pandemic, supply chain disruptions, acts of God, or other causes beyond the reasonable control of Provider.

13. Data Practices.

(a) Provider, its agents, employees, and any subcontractors of Provider providing services under this Agreement, agree to abide by the laws and regulations of State of Wisconsin regarding data privacy. Provider agrees to indemnify and hold the Facility, its officers, and employees harmless from any claims resulting from Provider's unlawful disclosure of data protected under such state's laws.

(b) Unless otherwise provided for herein, Facility owns all right, title and interest in the data generated by the users of Provider's systems at the Facility.

14. Access to Premises. The Facility shall arrange access to work sites for Provider as necessary for the purpose of performing the work described in this Agreement. Provider agrees and understands only persons authorized by the Facility may have access to the Facility, and Provider shall provide, at its expense, such verification as is necessary to allow the Facility to approve such access for such persons.



15. Independent Contractor Relationship. It is agreed that nothing contained in this Agreement is intended to or should be construed as creating the relationship of a partnership, a joint venture, or an association between the Facility and Provider. Provider is an independent contractor to the Facility and neither it nor its employees, agents, subcontractors, or representatives, shall be considered employees, agents, or representatives of the Facility for any purpose. Except as otherwise provided herein, Provider shall maintain, in all respects, control over the means and process by which this Agreement is performed. The Facility shall not deduct from the amounts due to Provider any federal income tax, FICA payments, state income tax, or any other amounts associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes out of the amounts paid to Provider by the Facility are the sole responsibility of Provider.
16. Dispute Resolution and Governing Law.
- (a) This Agreement, the validity, construction and enforcement of which, shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to any conflicts of law rules that would result in the application of the law of any other jurisdiction. The Parties agree that any matter not able to be resolved through the dispute resolution mechanism set forth below shall be resolved exclusively according to Wisconsin law, but in the state district court of Wood County, Wisconsin, and the Parties each agree to submit to personal jurisdiction therein.
- (b) The Parties hereto agree that they shall first attempt to resolve any disputes arising hereunder through communication by and between the respective teams at each Party responsible for the respective obligations set forth herein. Should such communication fail, and in the absence of governmental regulations to the contrary, the Parties hereto agree to resolve disputes through the use of binding arbitration. The Parties agree to the use of the American Arbitration Association, and to its rules then in force at the time the dispute arises. Venue for the arbitration shall be in a forum convenient to the Facility, and the panel for the arbitration shall consist of three (3) members. Each Party hereto shall select one (1) member of the panel, and the two (2) selected panel members shall select the third (3rd) member of the panel. The decision of the arbitrators need not be unanimous, but it shall be binding. Among the determinations to be made by the arbitrators is the division or allocation of the fees and costs incurred by each Party, both as and for attorneys' fees and costs, and as and for the costs and fees of the panelists. The decision of the arbitration panel shall be final and shall be entered into a court of competent jurisdiction, and shall be a binding obligation of the Parties hereto.
17. Termination. Should a Party assert that the other Party has failed to comply with an obligation contained in this Agreement, the complaining Party shall provide notice in writing to the breaching Party. Such notice shall describe the specific breach and provide a reasonable plan of corrective action to cure the alleged breach. If the Parties do not agree upon and implement a mutually-acceptable cure of the alleged breach within sixty (60) days, then either Party may terminate the Agreement upon an additional ninety (90) days' written notice. Any such termination shall not relieve either Party from any payment obligations arising prior to the effective date of termination, and shall not affect the ability of the non-complaining party to claim that the alleged breach was without merit and to thereby pursue all remedies available hereunder and at law.
18. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and each of their successors, assigns, and legal representatives, and affiliates. Provider reserves the right to assign, sublet, or transfer any interest in this Agreement without the prior written consent of the Facility.



19. Equal Employment; Employment Verification.

(a) In connection with the provision of services contemplated under this Agreement, Provider agrees to comply with the applicable provisions of state and Federal equal employment opportunity and nondiscrimination statutes and regulations.

(b) In accordance with Federal and local laws, Provider warrants that it has registered with and uses a federal immigration verification system to determine the work eligibility status of employees performing services at the Facility.

20. Amendment. The Parties agree that no amendment or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and signed by the respective authorized representative of each party.

21. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall not be affected, and shall remain as valid and binding upon the Parties unless such invalidity would cause the Agreement to fail of its intended purpose. The waiver by any Party of any breach of this Agreement shall not operate or be construed as a release of any claim arising therefrom, or of a waiver of any subsequent breach by any Party, nor shall any waiver operate or be construed as a rescission of this Agreement.

22. Government Immunity. The terms of this Agreement do not affect any applicable constitutional or statutory governmental immunity available to the Facility.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed intending to be bound thereby.

WOOD COUNTY

TURNKEY CORRECTIONS

By: _____
WOOD COUNTY SHERIFF

By: _____
TIM WESTBY, CFO

Date _____, 20__

Date _____, 20__

EXECUTION INSTRUCTIONS:

1. Please print and sign two copies.
2. Please mail both copies to: Dewey Wahlin, TurnKey Corrections, 3329 Casey Street, River Falls, WI 54022
3. We will return one (1) fully executed original to you, and we will retain one (1) fully executed original for our records.

FACILITY TELEPHONE TELECOMMUNICATIONS AGREEMENT

This Facility Telephone Telecommunications Agreement (the “Agreement”) is made and entered into between TKC TeleCom LLC, a Delaware limited liability company, and Wood County, a county correctional facility in the State of Wisconsin (the “Facility”).

This Agreement is effective as of the expiration of Facility’s existing telecommunications agreement, or July 1, 2021, whichever is earlier (the “Effective Date”).

RECITALS

WHEREAS, TKC TeleCom provides integrated telephone telecommunications equipment and services that include proprietary (and patented) software capabilities (access, monitoring, recording, and archiving), automated back-office data processing, resale of intra-state and inter-state telephone telecommunications, management of relationships with underlying telephone telecommunication carriers and providers, provision and maintenance of related equipment, and help desk functions (collectively, the “TeleCom Services”).

WHEREAS, TKC TeleCom is affiliated with (i.e., under common control with) T.W. Vending, Inc. (d/b/a/ TurnKey Corrections);

WHEREAS, TurnKey provides: (i) inmate booking and release systems to correctional facilities, (ii) family and friends of inmate’s the online ability to deposit funds for the benefit of inmates, (iii) integrated point-of-sale equipment and services to correctional facilities that facilitate commissary sales and inventory management, payment processing, and automated accounting, and (iv) inmates the ability to purchase perishable and non-perishable goods, interactive video communications, email, and text messaging services (collectively, the “TurnKey Services”);

WHEREAS, the Facility desires to receive the TeleCom Services together with, or separate from, the TurnKey Services;

NOW THEREFORE, in consideration good and valuable consideration, TKC TeleCom and the Facility hereby agree as follows:

AGREEMENT

Section 1. Telephone Systems Integration. TKC TeleCom agrees to provide the Facility the TeleCom Services. In consideration for the TeleCom Services, the Facility will pay TKC TeleCom \$0.10 for each telephone minute for all inmates calls during the Term (as defined below) of this Agreement. This payment to TKC TeleCom will not be reduced by sales taxes resulting from the final charge for using such services.

(a) Facility Charge; Taxes. The Facility can elect to charge inmates per-minute telephone rates higher than \$0.10 per minute, however the Facility will not charge rates above

\$0.25 per minute without thirty (30) days prior written notice to TKC TeleCom, and not without TKC TeleCom's prior written approval. For per-minute telephone rates the Facility charges to users above the \$0.10 per minute, the Facility will retain the differential between \$0.10 and such amount charged, less applicable taxes. The applicable taxes shall be calculated based on the final charge to users as determined by the Facility. Subject to the foregoing, TKC TeleCom will be responsible for remitting all applicable sales, federal and state telephone telecommunication taxes, with the amount paid in tax reducing the amount paid to the Facility from TKC TeleCom.

Section 2. Equipment and Installation. TKC TeleCom will install up to 23 corrections grade inmate telephones ("Equipment") within the Facility at mutually agreed upon locations, and mutually agreed upon Equipment and installation pricing. The price for such Equipment and installation shall be as set forth in an invoice prepared and sent by TKC TeleCom to the Facility, which invoice shall be acknowledged and accepted in writing (including through email) by an authorized official of the Facility. The Facility agrees that the TeleCom Services cannot begin until the Facility acknowledges and accepts the Equipment pricing.

(a) New Location. Wood County is constructing a new correctional facility, which new facility should be opened during the Term, as defined below, of this Agreement. TKC TeleCom agrees to supply such Equipment within the new facility being constructed by Wood County as is necessary to ensure such Equipment is installed at mutually agreed upon locations, with mutually agreed upon Equipment and installation pricing.

(b) Tampering. Facility agrees that it is responsible for physical security of all Equipment after delivery and installation, and shall immediately notify TKC TeleCom of any evidence of tampering, damage, the presence of foreign physical devices, any other abuse, misuse or theft of the Equipment. The Facility shall not modify, alter, install or attach, or permit to be modified, altered, installed or attached, on or to the Equipment, or on or to any software, code or hardware provided therewith. If the Facility becomes aware that any Equipment or attendant software has been modified or tampered with, it shall immediately notify TKC TeleCom, and TKC TeleCom shall then immediately disable such Equipment until such time as it can be replaced or removed. Replacement or removal of such damaged Equipment shall be paid for by Provider.

Section 3. Training. TKC Telecom agrees to train the Facility staff how to administer and operate the Telecom Services effectively. It is mutually agreed that, within reason, the Facility staff will learn and apply procedures that allow the TeleCom Services to be effectively implemented and operated within the Facility.

Section 4. TeleCom Service Payment Terms. In consideration for the provision of services set forth in Section 1, the Facility will make payment to TKC TeleCom on a "net 30-day" basis determined from the date of each invoice TKC TeleCom provides the Facility.

Section 5. Contract Term. The initial term for this Agreement begins on the Effective Date, and shall be for a period of five (5) years. This Agreement shall automatically renew for successive one-year terms, provided that, beginning in the final year of the initial term, either TKC TeleCom or the Facility may avoid the initial annual extension by delivering written notice to the other Party not less than 60 days prior to the termination date. Thereafter, either TKC TeleCom or the Facility may terminate this Agreement for any reason by delivery of written notice to the

other Party not less than 60 days prior to the then-effective one-year term. The “Term” of this Agreement includes the initial term, and all annual extensions thereafter.

Section 6. Miscellaneous.

(a) Integration. This Agreement encompasses the entire agreement, whether oral or written, between TKC TeleCom and the Facility.

(b) Amendment; Modification. This Agreement may not be modified or amended, in whole or in part, except by a writing signed by duly authorized officials of TKC TeleCom and the Facility.

(c) No Third-Party Beneficiaries. The provisions of this Agreement are not intended to be for the benefit of or enforceable by any third party.

(d) Dispute Resolution. The Parties hereto agree that they shall first attempt to resolve any disputes arising hereunder through communication by and between the respective teams at each Party responsible for the obligations hereunder of each Party to the other. Should such communications fail, and in the absence of governmental regulations to the contrary, the Parties hereto agree to resolve disputes through the use of binding arbitration. The Parties agree to the use of the American Arbitration Association, and to its rules then in force at the time the dispute arises. Venue for the arbitration shall be in a forum convenient to the Facility, and the panel for the arbitration shall consist of three (3) members. Each Party hereto shall select one (1) member of the panel, and the two (2) Party selected panel members shall select the third (3rd) member of the panel. The decision of the arbitrators need not be unanimous, but it shall be binding. Among the determinations to be made by the arbitrators is the division or allocation of the fees and costs incurred by each Party, both as and for attorneys’ fees and costs, and as and for the costs and fees of the panelists. The decision of the arbitration panel shall be final and shall be entered into a court of competent jurisdiction, and shall be a binding obligation of the Parties hereto.

(e) Governing Law. This Agreement, the validity, construction and enforcement hereof, and all disputes relating hereto, shall be governed by and construed in accordance with the laws of the State of the Facility without regard to any conflicts of law rules that would result in the application of the law of any other jurisdiction. TKC TeleCom and the Facility agree that any dispute not capable of being resolved through arbitration shall be litigated exclusively in the State district court of the State of the Facility, or the United States District Court convenient to the Facility, and TKC TeleCom and the Facility agree to submit to personal jurisdiction therein.

(f) Counterparts. This Agreement may be executed in any number of counterparts and, when so executed, all of such counterparts shall constitute a single instrument binding upon both parties notwithstanding the fact that both parties are not signatory to the original or to the same counterpart.

IN WITNESS WHEREOF, duly authorized officials of each Party have executed this Agreement of their own free will and volition.

TKC TeleCom LLC

By: _____
Tim Westby

Date: _____

Its: Chief Financial Officer

Wood County Correctional Facility

By: _____

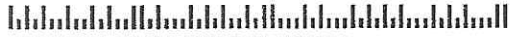
Date: _____

Title: _____
A Duly Authorized Official



4000 INTERNATIONAL PARKWAY
 CARROLLTON TX 75007

| PAYMENT INFORMATION | |
|---------------------|------------------------------|
| DATE: | December 29, 2020 |
| CHECK NUMBER: | 51105869 |
| AMOUNT PAID: | \$877.75 |
| ACCOUNT NUMBER: | XXXXXX6415 |
| TRACE NUMBER: | 00000000032688553 |
| VENDOR ID: | I-30015109112 |
| VENDOR NAME: | WOOD COUNTY SHERIFF'S OFFICE |



0000000417-1 CPL0 ZA 36420-2 VN - A0138941
 WOOD COUNTY SHERIFF'S OFFICE
 ATTN: RANDAL DORSHORST, CHIEF DEPUT
 P.O. BOX 8095
 WISCONSIN RAPIDS WI 54495-8095



| Date | Invoice Number | Description | Gross Amount | Discount | Net Amount |
|------------|-------------------|---------------|-----------------|---------------|-----------------|
| 12/25/2020 | NOV 20 COMMISSION | COMMISSIONS | \$877.75 | \$0.00 | \$877.75 |
| | | Totals | \$877.75 | \$0.00 | \$877.75 |

PLEASE DETACH BEFORE DEPOSITING CHECK



4000 INTERNATIONAL PARKWAY
CARROLLTON TX 75007

PAYMENT INFORMATION

DATE: January 26, 2021
 CHECK NUMBER: 51106532
 AMOUNT PAID: \$1,272.03
 ACCOUNT NUMBER: XXXXXX6415
 TRACE NUMBER: 00000000033636929
 VENDOR ID: I-30015109112
 VENDOR NAME: WOOD COUNTY SHERIFF'S OFFICE



0000009330-1 CPL0 2A 02621-2 VN - A0140845
 WOOD COUNTY SHERIFF'S OFFICE
 ATTN: RANDAL DORSHORST, CHIEF DEPUT
 P.O. BOX 8095
 WISCONSIN RAPIDS WI 54495-8095



101-2501-46210-000-000

| Date | Invoice Number | Description | Gross Amount | Discount | Net Amount |
|------------|---------------------|---------------|-------------------|---------------|-------------------|
| 01/25/2021 | DEC2020 COMMISSIONS | COMMISSIONS | \$1,272.03 | \$0.00 | \$1,272.03 |
| | | Totals | \$1,272.03 | \$0.00 | \$1,272.03 |



4000 INTERNATIONAL PARKWAY
CARROLLTON TX 75007

| PAYMENT INFORMATION | |
|---------------------|------------------------------|
| DATE: | February 26, 2021 |
| CHECK NUMBER: | 51107201 |
| AMOUNT PAID: | \$1,501.56 |
| ACCOUNT NUMBER: | XXXXXX6415 |
| TRACE NUMBER: | 00000000034749839 |
| VENDOR ID: | I-30015109112 |
| VENDOR NAME: | WOOD COUNTY SHERIFF'S OFFICE |



0000003080-1 CPL0 ZA 05721-2 VN - A0142735
WOOD COUNTY SHERIFF'S OFFICE
ATTN: RANDAL DORSHORST, CHIEF DEPUT
P.O. BOX 8095
WISCONSIN RAPIDS WI 54495-8095



| Date | Invoice Number | Description | Gross Amount | Discount | Net Amount |
|------------|---------------------|---------------|-------------------|---------------|-------------------|
| 02/25/2021 | JAN2021 COMMISSIONS | COMMISSIONS | \$1,501.56 | \$0.00 | \$1,501.56 |
| | | Totals | \$1,501.56 | \$0.00 | \$1,501.56 |

PLEASE DETACH BEFORE DEPOSITING CHECK