



Facility Inmate Services Agreement (Bremer County, IA)

This Facility Inmate Services Agreement (this "Agreement") is by and between Bremer County Sheriff's Department ("Customer") located at 111 4th Street, Waverly, Iowa 50677-1761 and Evercom Systems, Inc. ("Evercom") located at 8201 Tristar Drive, Irving, Texas 75063. The parties agree that this Agreement shall govern the relationship between the parties at all of Customer's current and future facilities (collectively, the "Facility").

Table with definitions for "Commencement Date", "Commissions", and "Initial Term".

- 1. Term. This Agreement shall be effective on the Commencement Date...
2. Exclusive Right. In consideration for the Commissions...
3. Compensation. In consideration for the exclusive right...
a. Collect Calls. Evercom shall pay Customer the applicable Collect Call Commission Percentage...
b. Inmate Prepaid Calling Cards. Upon written request by Customer...
c. Debit Account Calls. Evercom shall pay Customer the applicable Debit Account Commission Percentage...
d. Net Revenue. "Net Revenue" means all charges...
e. Rates. Evercom shall charge telephone rates...
f. Additional Services. Evercom shall have the right to offer additional services...

- terms and conditions (including, without limitation, the cost) for such additional services...
4. Payment of Commissions. Evercom shall remit the Commissions to Customer on or before the 30th day...
5. Maintenance and Repair. During the Term, Evercom shall repair and maintain the Evercom hardware...
6. Liability Insurance. Evercom shall maintain comprehensive general liability insurance...
7. Indemnity. EVERCOM SHALL DEFEND, INDEMNIFY AND HOLD CUSTOMER, AND ITS AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, AND SUCCESSORS HARMLESS FROM ANY LOSS, COST, EXPENSES, DAMAGE, OR LIABILITY RESULTING FROM ANY THIRD PARTY ACTION BROUGHT OR THREATENED AGAINST CUSTOMER...

OTHER PROPRIETARY RIGHTS OF A THIRD PARTY, PROVIDED THAT CUSTOMER PROVIDES EVERCOM WITH PROMPT WRITTEN NOTICE OF THE SAME. IN THE EVENT ANY SUCH INFRINGEMENT CLAIM IS MADE OR THREATENED AGAINST CUSTOMER, OR INJUNCTIVE RELIEF IS GRANTED TO A CLAIMANT, EVERCOM SHALL (a) OBTAIN THE RIGHT FOR CUSTOMER TO CONTINUE USE OF THE SERVICES; OR (b) SUBSTITUTE OTHER SERVICES OF LIKE CAPABILITY; OR (c) REPLACE OR MODIFY THE SERVICES TO RENDER THEM NON-INFRINGEMENT WHILE RETAINING LIKE CAPABILITY. IF EVERCOM IS UNABLE TO PERFORM ANY OF THE ACTIONS IN CLAUSE (a), (b), or (c) ABOVE, THEN CUSTOMER MAY TERMINATE THIS AGREEMENT UPON PRIOR WRITTEN NOTICE TO EVERCOM WITHOUT INCURRING ANY TERMINATION PENALTIES. INDEMNIFICATION BY EVERCOM PURSUANT TO THIS SECTION SHALL BE CUSTOMER'S SOLE REMEDY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIRD PARTY CLAIMS. THE INDEMNITIES HEREIN SHALL SURVIVE THE EXPIRATION OR OTHER TERMINATION OF THIS AGREEMENT.

8. 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 30 days after receipt of the notice of default, then the non-defaulting party shall have the right to immediately terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity.

9. 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, 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. If any law or regulation prevents Evercom from providing services hereunder or if such law or regulation makes continuation of this Agreement impractical for economic reasons or otherwise, then Evercom, at its sole discretion, may terminate this Agreement without liability to Customer or any third party.

10. Limitation of Liability and Disclaimer of Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EVERCOM SHALL HAVE NO LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS ARISING OUT OF OR IN ANY WAY RELATED TO ANY PRODUCT OR SERVICE PROVIDED PURSUANT TO THIS AGREEMENT. ANY LIABILITY OF EVERCOM UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID TO CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM ARISES. EXCEPT AS SET FORTH ON EXHIBIT B, EVERCOM'S OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED. EVERCOM MAKES NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A

PARTICULAR PURPOSE, OR WARRANTY OF NON-INFRINGEMENT WITH REGARD TO ANY PRODUCT OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. EVERCOM IS NOT RESPONSIBLE FOR ANY MANUFACTURER'S WARRANTIES.

11. 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 or made by mail, postage prepaid, addressed to the respective party as set forth in the introductory paragraph of this Agreement, or to such other address as a party may designate by written notice in compliance with this Section.

12. Miscellaneous.

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

b. Notwithstanding anything to the contrary in this Agreement, Evercom may, in its sole discretion, change the Rates or other terms set forth herein upon prior notice to Customer if Evercom deems such change necessary to comply with applicable law or regulation or if Evercom determines that a change in applicable law or regulation substantially affects Evercom's operating costs.

c. 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.

d. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected.

e. This Agreement shall be binding upon and inure to the benefit of Evercom and Customer and their respective successors and assigns.

f. Customer acknowledges that the Equipment shall at all times remain the sole and exclusive property of Evercom and that any software provided by Evercom in conjunction with the Equipment and the Services is subject to the terms and conditions of the Master Proprietary Software Agreement attached as Exhibit C.

g. If Evercom, in its sole discretion, determines that the revenue generated by the Facility is insufficient to justify continued service or that the Equipment requirements of the Facility were not contemplated under this Agreement, Evercom shall have the right to terminate or renegotiate this Agreement upon 30 days' prior written notice to Customer or to modify the Rates.

h. All information, software, equipment and related services provided by Evercom hereunder ("Confidential Information") shall at all times remain proprietary and confidential to Evercom. Customer shall not disclose such Confidential Information to any third party without Evercom's prior written consent.

i. This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written agreements. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. 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 Equipment. 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.

EXECUTED as of the Commencement Date.

<p>Evercom Systems, Inc.</p> <p>By: <u><i>John Viola</i></u> Name: <u>John Viola</u> Title: <u>VP of Ops</u> Date: <u>3/3/05</u></p> <p><small>*Signatory must be a SV for officer of Evercom Systems, Inc.</small></p>	<p>Bremer County Sheriff's Department</p> <p>By: <u><i>Dewey L. Hildebrandt</i></u> Name: <u>Dewey L. Hildebrandt</u> Title: <u>Sheriff</u> Date: <u>02/25/2005</u></p>
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Exhibit A: Services and Equipment

1. Services. The parties agree that the Services checked below shall be provided at the costs below in accordance with and subject to the terms and conditions of the Master Proprietary Software Agreement attached to the Agreement as Exhibit C. **UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING IN THIS AGREEMENT, NO SERVICES OTHER THAN THE SERVICES LISTED BELOW WILL BE PROVIDED; NO ORAL AGREEMENTS OR STATEMENTS ARE BINDING:**

Call Manager Select.....	NO CHARGE
Investigative Assistant.....	NO CHARGE

2. Equipment. In connection with providing the Services, Evercom shall be obligated to provide only the following hardware and software. **UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING IN THIS AGREEMENT, NO EQUIPMENT OTHER THAN THE EQUIPMENT LISTED BELOW WILL BE PROVIDED; NO ORAL AGREEMENTS OR STATEMENTS ARE BINDING:**

Equipment in place at the Facility as of the Commencement Date
Three additional inmate phones
One workstation

3. Installation Specifications.

Replace Omni system with CAM 1000 system
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4. Installation Dates. Subject to Section 7 of the Agreement, the following is the schedule of installation and turn-up of the Equipment:

N/A

1. **Outage Report: Technical Support.** If either of the following occurs: (a) Customer experiences an Equipment outage or malfunction or (b) the Equipment requires maintenance (each a "System Event"), then Customer shall promptly report the System Event to Evercom's Technical Support Department ("Technical Support"). Customer may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@Evercom.net, or by facsimile at 800-368-3168. Evercom shall provide Customer commercially reasonable notice, when practical, prior to any Technical Support outage. For Customer's calls to Technical Support, the average monthly call answer time will be 120 seconds or less, provided however, that Evercom shall endeavor (but shall not be obligated) to achieve an average monthly call answer time of 30 seconds.
2. **Priority Classifications.** Upon receipt of Customer's report of a System Event, Technical Support shall classify the System Event as one of the following four priority levels:
 - a. "Priority 1" means that 60% or more of the functionality of the Equipment is adversely affected by the System Event.
 - b. "Priority 2" means that 30%-59% of the functionality of the Equipment is adversely affected by the System Event.
 - c. "Priority 3" means that 5%-29% of the functionality of the Equipment is adversely affected by the System Event.
 - d. "Priority 4" means that less than 5% of the functionality of the Equipment is adversely affected by the System Event.
3. **Response Times.** After receipt notice of the System Event, Evercom shall respond to the System Event within the following time periods with a 95% or greater rate of accuracy:
 - a. Priority 1: 4 hours;
 - b. Priority 2: 12 hours;
 - c. Priority 3: 24 hours; and
 - d. Priority 4: 36 hours.
4. **Response Process.** In all instances, Technical Support shall 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 shall contact Customer with the technician's estimated time of arrival), as necessary.
5. **Performance of Service.** All repair and maintenance of the Equipment performed by Evercom shall be done in a good and workmanlike manner at no cost to Customer except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the Equipment that is agreed upon by Customer and Evercom may be subject to a charge as set forth in the Agreement and shall be implemented within the time period agreed by the parties.
6. **Escalation Contacts.** Customer's account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, Customer may use the following escalation list if Evercom's response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.
7. **Notice of Resolution.** After receiving internal notification that a Priority 1 System Event has been resolved, a member of Evercom's management team will contact Customer to confirm resolution. For a Priority 2 or 3 System Event, a member of Evercom's customer satisfaction team will confirm resolution.
8. **Monitoring.** Evercom shall monitor its back office and validation systems 24 hours a day, seven days a week.
9. **Required IGR.** Customer shall provide a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary system Equipment. Upon request Evercom shall provide Customer with the specifications for the IGR. If Customer is unable to or does not provide the IGR, then Evercom will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that Evercom shall not be responsible for any delay caused by the failure of Customer to provide the IGR.
10. **End-User Billing Services and Customer Care.** Evercom's Correctional Billing Services division shall 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 shall be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, Evercom shall maintain an automated inquiry system on its toll-free customer service phone line that shall be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. Evercom shall also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).
11. **Reasonable Accommodation.** If Evercom fails to meet the service commitments in this Exhibit B and such failure materially adversely impacts Customer, then Evercom shall promptly make a reasonable accommodation. To be eligible for the accommodation, Customer must submit written notice to Evercom within 10 days after Evercom's failure to meet a service requirement. Notwithstanding anything set forth in the Agreement to the contrary, this Section 11 sets forth Customer's sole remedy and Evercom's sole liability for Evercom's failure to meet a service commitment.

This Master Proprietary Software License Agreement (this "License Agreement") is attached to, and made a part of, that certain Facility Inmate Services Agreement. This License Agreement shall apply to any and all Software provided by Evercom to Customer (including, without limitation, Software provided pursuant to the Agreement). The terms and conditions of the Agreement are incorporated in this License Agreement by reference except to the extent expressly contradicted by this License Agreement. Any capitalized term used herein, but not defined, shall have the meaning set forth in the Agreement.

1. Grant. Subject to the terms and conditions of this License Agreement, Evercom hereby grants to Customer, and Customer hereby accepts, a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials specified in Exhibit A to the Agreement (the "Software") and to use any related user manuals, documentation, and any other supporting materials provided by Evercom, as such may be modified from time to time in Evercom's sole discretion (the "Documentation"). Customer may reproduce the Documentation, provided that Customer shall ensure that all relevant trademark and copyright information is maintained with the copied Documentation.
2. Term. The term of this License Agreement shall begin on the License Date and shall be coterminous with the Agreement.
3. Restrictions on Use. Customer shall use the Software solely for Customer's internal business purposes in connection with the Facility. Customer shall 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, or (v) 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.
4. Third Party Information. Customer acknowledges that through use of the Software Customer will be able to access confidential information of third parties that is protected by certain federal and state privacy laws ("Third Party Information"). Customer agrees that due to the vulnerability of computer systems and software to unauthorized access via the Internet, Customer and its authorized employees will only access the Software with computer systems that have effective firewall and anti-virus protection. During the term of this License Agreement, Customer shall: (i) adopt and enforce such internal policies, procedures and monitoring mechanisms as are necessary to ensure that the Software is used only in accordance with the terms of this License Agreement, (ii) take all steps reasonably necessary to ensure that no person or entity will have unauthorized access to the Software, and (iii) treat Third Party Information in accordance with all applicable federal and state laws. To the extent allowed by applicable law, Customer shall indemnify, defend, and hold harmless Evercom and its affiliates against all costs (including, without limitation, attorneys' fees) arising out of or related to Customer's breach of the terms of this Section, including, without limitation, Customer's failure to maintain the confidentiality of all Third Party Information in accordance with applicable federal and state laws. Notwithstanding any cure period for default in the Agreement, if Customer breaches its obligations in the sections entitled "Restrictions on Use" and "Third Party Information," then Evercom shall have the right to terminate this License Agreement immediately.
5. Fees. All fees related to Software receipts, updates, and modifications thereto shall be set forth in Exhibit A to the Agreement. Customer shall pay all such fees in accordance with the terms set forth in the Agreement. In addition, Customer shall pay all sales, use, and other taxes (excluding taxes on Evercom's income) imposed by any jurisdiction arising out of or related to the license granted in this License Agreement or to Customer's use of the Software, regardless of when such tax liability is asserted.
6. Updates. All Updates to the Software provided by Evercom will be subject to the terms and conditions of this License Agreement and will be billed on a time and materials basis at Evercom's then-current billing rates (unless otherwise agreed upon by the parties in writing). Evercom shall support all previous versions of the Software for six months (the "Support Period") after Evercom has made an upgraded version of the Software commercially available. If Customer fails to upgrade its Software during the Support Period, Evercom shall have no obligation to support the previous versions of Software after the Support Period and shall not be liable for any errors, omissions or other damages that occur as a result of Customer's use of such previous versions.
7. Intellectual Property.
 - a. Customer acknowledges and agrees that Evercom (or its 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 Documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Evercom's products or services (the "Licensor Materials"). Customer acknowledges that the Licensor Materials constitute proprietary information and trade secrets of Evercom and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent. Customer shall have no right, title or interest in such proprietary rights.
 - b. Evercom may (i) place proprietary notices of Evercom and its suppliers (including hypertext links related thereto) on the Licensor Materials, and (ii) change or update such notices from time to time. In no event may Customer remove or alter any Evercom proprietary notice from the Licensor Materials.
8. Termination. Upon termination of this License Agreement, Customer shall: (i) discontinue all use of the Software; (ii) deliver to Evercom all physical copies of the Software, if any, (iii) destroy the Software and all copies of the Software contained in any computer memory or data storage apparatus under the control of Customer, and (iv) certify to Evercom within one week after the termination of this License Agreement that Customer has complied with the provisions of this Section.
9. Warranty and Disclaimer of Warranties.
 - a. Evercom warrants that the Software will perform substantially as specified in the applicable user product manual, if any (as it may be updated from time to time in connection with updates provided by Evercom), provided, however, that Evercom shall not be liable under this warranty if the Software has been modified or altered by anyone other than Evercom, if the Software has been abused or misapplied, or if Customer has failed to incorporate all updates provided to Customer by Evercom. In the event of a breach of this warranty, Customer may return the defective Software to Evercom, and Evercom, at Evercom's option, will either: (i) refund any fee paid to Evercom by Customer for the specific piece of defective Software or (ii) correct or replace the Software without charge. Such refund, correction, or replacement is Customer's sole and exclusive remedy for breach of this warranty. Evercom does not represent or warrant that the Software will meet Customer's requirements or that its operation will be uninterrupted or error-free.
 - b. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, EVERCOM DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE OR THE APPLICATION, OPERATION, OR USE THEREOF, THE DATA GENERATED BY THE OPERATION OR USE THEREOF, OR ANY SUPPORT OR MAINTENANCE SERVICES RENDERED WITH RESPECT THERETO. EVERCOM HEREBY EXCLUDES ALL IMPLIED WARRANTIES TO THE EXTENT PERMITTED BY LAW, INCLUDING, SPECIFICALLY, (I) ANY

IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, (II) THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND (III) NONINFRINGEMENT.

10. Limitation of Remedies. Customer assumes the entire risk related to the use of the Software. In no event shall Evercom's liability in connection with the Software or this License Agreement exceed the fee paid to Evercom by Customer for the Software. In addition to the limitations of Evercom's liability set forth in the Agreement, neither Evercom nor its licensors shall have any obligation to Customer, or otherwise be liable to Customer, for any third party claim based on: (i) Customer's operation of Software, (ii) Customer's combination of any of the Software with other products not furnished by Evercom, or (iii) Customer's use of a superseded or altered version of the Software. THE REMEDIES DESCRIBED IN SECTION 7 OF THE AGREEMENT STATE THE EXCLUSIVE LIABILITY OF EVERCOM AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS OF PATENT, COPYRIGHT, OR TRADE SECRET INFRINGEMENT. CUSTOMER SHALL MAKE NO CLAIM AGAINST ANY OF EVERCOM'S LICENSORS ON ACCOUNT THEREOF.

11. Confidentiality. This Section supplements the confidentiality obligations in the Agreement. The parties acknowledge that each party hereto, its employees, agents, affiliates, or subcontractors (collectively, the "Recipient") may be exposed to certain Confidential Information of the other party (the "Disclosing Party"). Any Confidential Information of the Disclosing Party disclosed pursuant to this License Agreement may be used only for the purpose related to this License Agreement. The Recipient (i) will hold the Disclosing Party's Confidential Information in strict confidence; (ii) will not disclose the Confidential Information to any third party without the written consent of the Disclosing Party and will take all reasonable steps to prevent such disclosure (which steps will include, without limitation, at least the same degree of care, but not less than a reasonable degree of care, and security precautions that the Recipient uses to protect its own confidential information); and (iii) will only use or disclose such Confidential Information within the Recipient's own organization on a need-to-know basis. Moreover, the Recipient agrees to transmit Confidential Information only to the Recipient's partners, directors, officers, employees, agents, advisors, and affiliates or those of the Recipient's affiliates only on a need-to-know basis and who are informed by the Recipient of the confidential nature of the Confidential Information and who agree to be bound by a confidentiality agreement with terms at least as restrictive as those set forth herein. The Recipient will be responsible for any breach of any provision of this Agreement by the Recipient's affiliates, partners, directors, officers, employees, agents, and advisors and those of the Recipient's affiliates. Confidential

Information will be maintained in confidence indefinitely. Each party shall immediately notify the other in writing of any known or perceived misappropriation of the Confidential Information, whether such misappropriation is a result of a negligent or an intentional act of the Recipient or a third party. For purposes of this License Agreement, "Confidential Information" means (i) all ideas, concepts, techniques or know-how tending to give the Disclosing Party a commercial advantage (including, without limitation, any patentable inventions and original works of authorship, such as computer software, customer lists, specifications, business plans, trade secrets, and the like) and (ii) any other information labeled "CONFIDENTIAL" and provided to the Recipient by the Disclosing Party. Notwithstanding the foregoing, Evercom shall have the right to implement, use, and license any and all improvements or enhancements to its Software developed in the course of performance of this License Agreement.

12. Injunctive Relief. Customer recognizes that Evercom will be irreparably harmed in the event of Customer's breach or threatened breach of the sections entitled "Restrictions on Use," "Third Party Information," "Intellectual Property," and "Confidentiality," and that, notwithstanding anything contained herein to the contrary, Evercom shall be entitled, as a matter of right, to injunctive relief, both temporary and permanent, without the necessity of providing actual damages or posting bond or other security. If Evercom is required to post bond or other security, the parties hereby stipulate that \$1,000 is sufficient for such bond or other security. The right to injunctive relief shall be cumulative with any other remedies available to Evercom and includes, without limitation, the right to pursue a temporary restraining order, whether ex parte or not. Customer shall reimburse Evercom for all fees, costs, and expenses (including, without limitation, attorneys' fees) incurred by Evercom in taking such court action to obtain equitable relief.

13. Independent Contractors. Nothing in this License Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Evercom.

14. Miscellaneous. This License Agreement, together with all schedules and exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supercedes all prior agreements and understandings, oral or written, between the parties with respect to the subject matter hereof. No amendment of this License Agreement shall be effective without the written consent of both parties. Customer represents and warrants that Customer has the power and authority to enter into and perform its obligations under this License Agreement. The parties' obligations under the sections entitled "Restrictions on Use," "Third Party Information," "Intellectual Property," "Termination," "Limitation of Remedies," "Confidentiality," "Injunctive Relief," and this Section 14, shall survive the termination of this License Agreement.

**FIRST AMENDMENT
TO
FACILITY INMATE SERVICES AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by a party ("First Amendment Effective Date") and amends and supplements that certain Facility Inmate Services Agreement dated March 7, 2005 (the "Agreement") by and between Bremer County Sheriff's Department ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider").

WHEREAS, the parties desire and agree to amend the Agreement to provide for an extension of the Term of the Agreement by sixty (60) months and an upgrade of the call management system as described herein;

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

1. Term. This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, Section 1 of the Agreement is hereby amended to reflect that the Term shall be renewed and extended by sixty (60) months with a modified end date of October 24, 2017. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for two (2) successive periods of twelve (12) months each. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply to the Services for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
2. Upgrade to Secure Call Platform. Provider will install and upgrade Customer's current premise based calling system to its SCP – Secure Call Platform, as more fully described in the attached Exhibit A. Upon the installation of SCP, the current Exhibits A and B will be extracted in their entirety and replaced with the attached Exhibit A.
3. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the First Amendment Effective Date.

<p><u>CUSTOMER:</u> Bremer County Sheriff's Department</p> <p>By: <u>Bremer Co Board of Supervisors</u> Name: <u>Timothy Neal</u> Title: <u>Vice Chair</u> Date: <u>7-23-12</u></p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: <u>Robert Pickens</u> Name: Robert Pickens Title: Chief Operating Officer Date: <u>7/31/12</u></p>
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

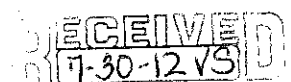




Exhibit A – Services, Applications and Equipment BREMER COUNTY (IA)

This Exhibit A is between Securus Technologies, Inc. ("we" or "Provider"), and Bremer County Sheriff's Department ("you" or "Customer") and is part of and governed by the Facility Inmate Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Exhibit A shall be coterminal with the Agreement.

A. Applications. We will provide the following Applications in accordance with the Service Level Agreement as described herein:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by us, (c) maintain call detail records in accordance with our standard practices, (d) automatically shut the System on or off, and (e) 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 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 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.

Signing Bonus. On the first day of the month following the implementation of PINS by Customer at the Facility, we will pay you a one-time signing bonus of \$6,000.00. If the Agreement is terminated for any reason before the end of the Initial Term, you will refund to us an amount equal to the signing bonus times a fraction, the numerator of which is the number of months between the date of termination and the end of the Initial Term, and the denominator of which is the number of months in the Initial Term plus interest on the prorated amount in the amount of the lower of (a) fifteen percent (15%) per annum and (b) the maximum rate allowed by law. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you. All signing bonus payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you. Customer acknowledges and understands that the signing bonus is a one-time payment, not a recurring or annual payment.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Bremer County Sheriff's Department 111 4 th Street NE Waverly, IA 50677	SCP	35% Net Revenues through 10/31/2012 40% as of 11/01/2012*	*Gross Revenues	111 4 th Street NE Waverly, IA 50677

*Changes will take effect on the first day of the month following receipt of written notice by the Customer. Notice must be signed by a person who has binding authority for the Customer and a copy delivered to:

SECURUS TECHNOLOGIES, INC.
CHIEF FINANCIAL OFFICER
14651 DALLAS PARKWAY, SIXTH FLOOR
DALLAS, TEXAS 75254

Commissions are paid in one-month arrears and are not subject to retro-active payments or adjustments for notice delays.

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 as directed herein.

<u>WORKSTATION REQUIREMENTS</u>	
Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	Internet access

SERVICE LEVEL AGREEMENT

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 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 of 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 member of our management team 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, by email at CustomerService@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.

VOICE MESSAGING

DESCRIPTION:

The Voice Messaging application provides a secure, password protected, 2-way communication vehicle for inmates and Friends and Family members with which they can leave voice messages. The messaging service can be terminated at will for particular inmates. No additional equipment is provided with this application.

COMPENSATION:

When we begin charging for this application, a \$0.75 transaction fee plus applicable taxes will be charged to the end-user for each message delivered. Customer will receive \$0.25 for each transaction fee collected by Provider. All Messaging payments shall be final and binding upon you unless we receive written objection within sixty (60) days after payment.

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 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. 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.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Discount Percentage
Bremer County Sheriff's Department 111 4 th Street NE Waverly, IA 50677	40%

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, including TTY/TDD machine and volume controls for telephones for ADA compliance, up to 3 VPM sets, and storage for 2 Years / Purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

**SECOND AMENDMENT
TO
FACILITY INMATE SERVICES AGREEMENT**

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by either party ("Second Amendment Effective Date") and amends and supplements that certain Facility Inmate Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Bremer County Sheriff's Department ("you" or "Customer") dated March 7, 2005, as subsequently amended (collectively, the "Agreement").

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

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

1. **Term.** This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.

2. **Additional Applications.** Provider will deploy the following Applications for a 90-day trial period (the parties will negotiate mutually agreeable terms in order to continue the Applications after the 90-day trial period):

THREADS™

DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Customer's use of THREADS™ is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

We will provide THREADS™ during the 90-day trial period at no cost to you.

COMMUNITY FEATURE:

Customer has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. Customer acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

THREADS™ TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the THREADS™ application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Provider will have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the THREADS™ application.

2. Customer acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer will (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™

application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.

3. Customer understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "AS IS." Customer further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer will not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its sole discretion that the THREADS™ application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the THREADS™ application and will have no further liability or responsibility to Customer with respect thereto.

4. Provider will have no liability to Customer (or to any person to whom Customer may have provided data from the THREADS™ application) for any loss or injury arising out of or in connection with the THREADS application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the THREADS™ application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, will never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THREADS™ APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE THREADS™ APPLICATION OR THE UNAVAILABILITY THEREOF.

5. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the THREADS™ application or information obtained in connection therewith.

LOCATION BASED SERVICES

DESCRIPTION:

Securus' Location Based Services ("LBS") provides Customer with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Securus device by an inmate confined at a Customer Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by Customer. When a mobile device user's prior approval is required by law for MLD to be provided to Customer, such approval will be obtained in accordance with wireless carrier-approved disclosure and opt-in processes. LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. Customer's use of LBS is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

We will provide LBS during the 90-day trial period at no cost to you.

LBS TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Location-Based Services application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use by Customer of the Location-Based Services application or the information obtained in connection therewith. Provider will have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Location-Based Services application.

2. Customer acknowledges that the information available through the Location-Based Services application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer will (a) restrict access to Location-Based Services to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees

(i) obtain and/or use information from the Location-Based Services application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Location-Based Services application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the Location-Based Services application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.

3. Customer understands and acknowledges that all information used and obtained in connection with the Location-Based Services application is "**AS IS**." Customer further understands and acknowledges that Location-Based Services uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer will not rely on Provider for the accuracy or completeness of information obtained through the Location-Based Services application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Location-Based Services application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the Location-Based Services application. Moreover, if Provider determines in its sole discretion that the Location-Based Services application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Location-Based Services application and will have no further liability or responsibility to Customer with respect thereto.

4. Provider will have no liability to Customer (or to any person to whom Customer may have provided data from the Location-Based Services application) for any loss or injury arising out of or in connection with the Location-Based Services application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the Location-Based Services application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, will never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOCATION-BASED SERVICES APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LOCATION-BASED SERVICES APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE LOCATION-BASED SERVICES APPLICATION OR THE UNAVAILABILITY THEREOF.

5. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the Location-Based Services application or information obtained in connection therewith.

3. Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address:



4000 International Parkway
Carrollton, Texas 75007
Attention: General Counsel
Phone: (972) 277-0335

Payment Address:

4000 International Parkway
Carrollton, Texas 75007
Attention: Accounts Payable
Phone: (972) 277-0335

4. Except as expressly amended by this Second Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Second Amendment Effective Date.

<p><u>CUSTOMER:</u> Bremer County Sheriff's Department</p> <p>By:  Name: <u>Adam Spray</u> Title: <u>Jail Administrator</u></p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By:  Name: Robert Pickens Title: President</p>
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Date: 10/31/17

Date: 11.3.17

Please return signed contract to:

**4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300**

**THIRD AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **THIRD AMENDMENT** ("Third Amendment") is effective as of the last date signed by either party ("Third Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Bremer County Sheriff's Department ("you" or "Customer") dated March 7, 2005, as subsequently amended (collectively, the "Agreement").

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

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

1. Term. This Third Amendment shall commence on the Third Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be extended by an additional 84 months, with a modified end date of October 24, 2025. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, the Agreement will automatically renew for up to two successive periods of 12 months each. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.

2. Commission Percentage Change. As of the Third Amendment Effective Date, the FACILITIES AND RELATED SPECIFICATIONS chart on page 2 of the First Amendment of the Agreement is deleted in its entirety and replaced with the following:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Bremer County Sheriff's Department 111 4th Street NE Waverly, IA 50677	SCP	20%*	Gross Revenues	--SAME--

Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes.

***Notwithstanding anything to the contrary contained in the Agreement, in accordance with 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 will be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).**

3. Prepaid Calling Card Discount Percentage Change. As of the Third Amendment Effective Date, the FACILITIES AND RELATED SPECIFICATIONS chart on page 5 of the First Amendment of the Agreement is deleted in its entirety and replaced with the following:

Facility Name and Address	Discount Percentage
Bremer County Sheriff's Department 111 4th Street NE Waverly, IA 50677	20%*

*Less the percentage of revenue at the Facility(s) that is generated by interstate calls.

4. Technology Grant. On the first day of the month following the Third Amendment Effective Date, we will provide you with a fund in the amount of \$3,000 from which you may draw to pay for technology services or equipment purchased by you from third-party vendors. The fund will be furnished and may be used for purchases made during the first six months after the Third Amendment Effective Date. Any amount remaining in the fund after the first six months after the Third Amendment Effective Date are forfeited and will no longer be available. All Technology Grant payments will be final and binding upon you unless we receive written objection within 60 days after the payment has been made to the fund.



5. Video Visitation. In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to this Agreement, Provider will deploy a Video Visitation System at the Facility(s) during the Term of the Agreement as more fully set forth in Video Visitation Schedule, attached hereto and incorporated herein by reference.

6. ConnectUs Inmate Service Platform. Provider will install and provision the Provider's ConnectUs Inmate Service Platform, which will be configured with the applications set forth in the Schedule for ConnectUs Inmate Service Platform, attached hereto and incorporated herein by reference.

7. Private Number Designation. We will continue to provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.

8. FCC Rate Order. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective as of February 11, 2014, the Agreement shall be modified to reflect that no commission shall be paid on revenues earned through the completion of interstate calls of any type, and the discount percentage for prepaid calling cards shall be reduced by the applicable percentage attributable to interstate calling revenue from Customer's Facility.

9. Except as expressly amended by this Third Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Third Amendment Effective Date.

<u>CUSTOMER:</u> Bremer County Sheriff's Department By: <u>Sheriff Dan Pickett</u> Name: <u>Dan Pickett</u> Title: <u>Sheriff</u> Date: <u>1-16-18</u>	<u>PROVIDER:</u> Securus Technologies, Inc. By: <u>Robert Pickens</u> Name: Robert Pickens Title: President Date: <u>1-19-18</u>
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Please return signed contract to:

**4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300**

**Schedule: SECURUS VIDEO VISITATION
BREMER COUNTY (IA)
A000843**

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

In addition to the Applications otherwise being provided to Customer pursuant to the Agreement, Provider will deploy a Video Visitation System as specified in Attachment 1 at the Facility(s) during the Term of the Agreement.

TERMS:

Provider will charge Securus Video Visitation session charges that are in compliance with state and federal regulatory requirements, and Provider may impose time limitations on Video Visitation sessions at its discretion; provided, however, that Provider reserves the right, at its sole option, to (i) offer promotional pricing, (ii) offer monthly flat rate subscription services, which would allow for unlimited monthly remote visits (certain restrictions may apply), and (iii) to extend the duration of visitation sessions. If Customer wishes to offer free sessions for any reason other than as allowed pursuant to the Agreement, a session charge equal to the then-current session rate, plus applicable taxes/fees/surcharges, will apply and will be invoiced to Customer. As used herein, "remote" Video Visitation sessions will mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions will mean sessions where the inmate's visitor is visiting from a terminal located on Customer's premises.

Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) unless otherwise prohibited by Customer's telephone service contract, add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants; and (c) issue a joint press release regarding the execution of this agreement by both parties. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at www.securustech.net.

If applicable, all recorded Video Visitation sessions will have a standard retention of 30 days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within 30 days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after 30 days. Further, it is Customer's sole responsibility to (i) establish and communicate its policies regarding the monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide for appropriate accommodations to allow for non-recorded visits, as necessary.

The upfront and recurring operational costs for the deployment, management and support of the Video Visitation System are set forth in the Sales Order Form contained in Attachment 1 hereto (the "Total Costs"). Customer, at its option, may either elect to pay the Total Costs itself or have Provider pay the Total Costs by choosing one of the following options (place a check ("√" or "X") next to option selected):

- Option 1:** Customer elects to pay all of the Total Costs set forth in Attachment 1 hereto. By choosing this option, the four additional requirements listed under Option 2 will not apply.
- Option 2:** Customer elects to have Provider pay the Total Costs set forth in Attachment 1. By choosing this option, Customer agrees to implement the following additional requirements (which are designed to (i) maximize the full utilization of the Video Visitation System at the Facility(s), (ii) assist Customer in maximizing the scheduling System Software, (iii) improve and automate manual visitation processes, (iv) increase officer safety, (v) maximize the options to the inmates and public to conduct visitation, and (vi) thus allow Provider to recover the total costs over time):
 1. Customer agrees that Video Visitation must be available for paid remote sessions seven days a week for a minimum of 80 hours per Video Visitation terminal per week.
 2. Customer will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
 3. All on-site Video Visitation sessions will be required to be scheduled at least 24 hours in advance, where practicable.
 4. Within 6 months following deployment of the Video Visitation System, Customer will endeavor to reach at least one remote paid Video Visitation session per inmate per month. If at any time during the Term of the

Agreement after the first 12 months following deployment of the Video Visitation System, Customer's utilization of the Video Visitation System is not on plan to allow Provider to recover such total cost funding due to unrealized revenue, then Provider may recover such unrealized revenue through, at Provider's option, contract term extension, and/or payment by Customer by invoice.

Further, because Customer elects to have Provider fund the Total Cost identified on the attached Sales Order Form, if the Agreement is terminated for any reason before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the attached Sales Order Form. Customer will pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.

COMPENSATION: (Paid Remote Video Visitation Only)

Video visitation is not an FCC regulated telecom service; accordingly, in exchange for Customer allowing Provider to utilize Customer's property and wiring for placement of video visitation terminals, Provider agrees to pay Customer a percentage of the session charges paid to Provider, excluding applicable taxes/fees/surcharges, for Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Payment"). Provider reserves the right to deduct Video Visitation session credits from revenue upon which payments to Customer are calculated. Provider will remit the Video Visitation Payment for a calendar month to Customer on or before the 30th day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All Video Visitation Payments will be final and binding upon Customer unless Provider receives written objection within 60 days after the Payment Date.

Type of Video Visitation	Video Visitation Payment (Paid Remote Video Visitation Only)
Remote Paid	10%*

* Provider will pay the Video Visitation Payment for those months during which the Facility has achieved 1.5 times the Facility's average daily population remote paid visits or greater, excluding visits paid with a Video Visitation session credit. Video Visitation Payments are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays. It is Customer's responsibility to notify Provider in writing to effect the Video Visitation Payment. Notice must be signed by a person who has binding authority for Customer and a copy delivered to:

SECURUS TECHNOLOGIES, INC.
PRESIDENT
4000 INTERNATIONAL PARKWAY
CARROLLTON, TEXAS 75007

Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population and a minimum of one remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than one per inmate per month, Provider reserves the right, no sooner than 12 months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services.

Customer is responsible for all Jail Management System (JMS) and Commissary integration fees as well as electrical installation, unless otherwise specified in Attachment 1.

WARRANTY: Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of 12 months from the date of installation of the Hardware Components. This warranty will be conditional on Customer's compliance with the provisions of this Warranty section.

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

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

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

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

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

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

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

<p><u>CUSTOMER:</u></p> <p>Bremer County Sheriff's Department</p> <p>By: <u></u></p> <p>Name: <u>Dan Tackett</u></p> <p>Title: <u>Sheriff</u></p>	<p><u>PROVIDER:</u></p> <p>Securus Technologies, Inc.</p> <p>By: <u></u></p> <p>Name: Robert Pickens</p> <p>Title: President</p>
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**Schedule: ConnectUs Inmate Service Platform
BREMER COUNTY (IA)
A000843**

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

CONNECTUS INMATE SERVICE PLATFORM

DESCRIPTION:

ConnectUs Inmate Service Platform. ConnectUs is a secure, comprehensive inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications ("Applications"). ConnectUs allows inmates to use multiple Applications at the same time and automatically prioritizes scheduled communications events to take precedence over non-scheduled events.

GENERAL TERMS AND CONDITIONS:

1. PROVISION OF SERVICE

Provider will make the following Services available to Customer through its ConnectUs Inmate Service Platform (collectively, the "Service") at the Facility(s) during the Term of the Agreement, subject to the terms of the Agreement, this Schedule and each mutually acceptable written ordering document for the Service executed by both Customer and Provider (each, a "Sales Order Form"): (a) the services ordered by Customer as specified in the Sales Order Form attached hereto as Attachment 1 and incorporated herein by this reference; and (b) any additional services ordered pursuant to a mutually acceptable amendment to the Agreement executed by both Customer and Provider.

2. GRANT OF RIGHTS; OWNERSHIP OF PROPERTY; USE AND RESTRICTIONS

2.1 Grant of Rights. Subject to the terms of the Agreement and this Schedule: (a) Provider hereby grants Customer a non-exclusive, non-transferable right during the Term of the Agreement to access and use the Service solely for Customer's internal business purposes as contemplated herein, subject to the Service scope and pricing specified herein and the applicable Sales Order Form; and (b) Customer hereby grants Provider a non-exclusive, non-transferable right to use the electronic data specifically pertaining to Customer and/or its users that is submitted into the Service (collectively, "Customer Data") as necessary for the limited purpose of performing the Service.

2.2 Ownership. Provider and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "Provider Property"): (a) the Service and all other software, hardware, technology, documentation, and information provided by Provider in connection with the Service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Provider during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by Provider in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Customer's rights in connection with the Provider Property. Customer owns and retains all right, title, and interest in and to the Customer Data and all intellectual property rights therein. Except as otherwise expressly authorized herein or by Customer in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Provider's rights in connection with the Customer Data.

2.3 Use and Restrictions.

(a) Except as expressly permitted under the Agreement or this Schedule, Customer will not directly or indirectly do any of the following: (i) access, use, sell, distribute, sublicense, or commercially exploit any Provider Property or any rights under the Agreement, including without limitation any access or use of any Provider Property; (ii) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the Service; (iii) copy, modify, or prepare derivative works based on Provider Property; (iv) reverse engineer, decompile, disassemble, or attempt to derive source code from any Provider Property; or (v) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Provider Property.

(b) At Provider's sole and reasonable discretion, certain of the selected Applications will be made available only during times which would not otherwise interfere with the use of Provider's revenue generating Applications and services.

(c) Applications ordered by Customer may be disabled by Customer at any time during the Term of the Agreement upon written notice to Provider by an authorized representative of Customer; provided, however, Customer will remain responsible for paying the Annual Subscription and Hosting Fee according to the Agreement, this Schedule and Sales

Order Form(s) set forth in Attachment 1, unless otherwise agreed by both parties pursuant to a written and signed amendment.

- (d) Provider may deny the publication of certain documents, videos or forms in connection with the Service, if in Provider's sole and reasonable discretion, such materials are in conflict with the provision of Provider's Service hereunder.
- (e) Customer will allow Provider to display videos, documents and digital messages to inmates through ConnectUs to promote Provider's new and existing services, products and features.
- (f) Provider is not responsible and hereby disclaims any liability for any and all content of the third party Applications and any documents, videos or forms published by Customer or from outside sources.

3. FEES AND PAYMENT TERMS

- 3.1 Securus will fund the Total Cost identified on the attached Sales Order Form. If the Agreement is terminated for any reason before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the attached Sales Order Form. Customer will pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.
- 3.2 Provider will deploy its Inmate Forms (Grievance), Inmate Handbook (.PDF), Self-Op Commissary Ordering, and Inmate Sick Form ConnectUs Applications at no cost to Customer.
- 3.3 Customer will be responsible for all Jail Management System and Commissary integration fees, if applicable, as well as electrical wiring installation.

4. WARRANTIES AND LIMITATIONS

4.1 Service Warranties.

- (a) Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components.
- (b) Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Provider make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

4.2 Limitation of Warranty.

- (a) THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.
- (b) EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 4.3 Professional Responsibility. As between Customer and Provider, Customer assumes full responsibility for the use of information provided through the Application(s) for patient care. Clinical information, if any, in the Applications is intended as a supplement to, and not a substitute for, the knowledge, expertise, and judgment of professional personnel. Customer acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Provider disclaims liability for the use of any information provided by, or results obtained from, the Applications used by professional personnel. Provider, its affiliates and licensors, are not liable for actions of Customer or its authorized users, which may result in any liability due to malpractice or failure to warn. Provider provides no medical or other professional advice in connection with the Applications and the information contained therein. The parties acknowledge that a licensed professional is responsible for independently reaching any medical or other professional judgment and for any resulting diagnosis and treatments, notwithstanding any use of the Applications by such professional.

EXECUTED as of the Schedule Effective Date.

CUSTOMER:	PROVIDER:
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Bremer County Sheriff's Department

By:

Name:

Title:

Sheriff Dan Pickett
Dan Pickett
Sheriff

Securus Technologies, Inc.

By:

Name: Robert Pickens

Title: President

Robert Pickens

ConnectUs Inmate Service Platform

SALES ORDER FORM

SERVICE DESCRIPTIONS

APPLICATIONS

Through ConnectUs, Provider offers the following Applications. (The Applications specifically ordered by Customer are reflected on the Price Page, which follows.)

Video Visitation Application

The ConnectUs Video Visitation Application provides video face-to-face visits between inmates and the inmates' friends and family members and also allows the inmate to view upcoming scheduled visits using the ConnectUs touch screen. This Application requires an executed agreement between Provider and Customer for Provider's Securus Video Visitation.

Phone Call Application

The ConnectUs Phone Call Application allows inmates to place calls, which go through Provider's centralized Secure Call Platform ("SCP") simply by pressing the Phone Call icon on the touch screen of ConnectUs. This Application requires an executed agreement between Provider and Customer for Provider's SCP Call Platform.

Inmate Forms (Grievance) Application

The Inmate Forms (Grievance) Application facilitates the systematic receipt, routing and categorization of grievance situations and offers a tracking system that improves response times and metrics useful in assessments and resource allocations. Provider will retain and provide Customer access to the data for the term of the Agreement.

Third Party Vendor Commissary Application

The ConnectUs Third Party Vendor Commissary Application provides an automated means for inmates to order commissary goods through Customer's third-party commissary provider.

Website Education Application (URL)

The ConnectUs Website Education Application makes Customer-approved third party educational websites available to inmates.

Inmate Videos Application (.MP4)

The ConnectUs Inmate Videos Application enhances communications with inmates by allowing multiple Customer-approved videos.

Inmate Handbook Application (.PDF)

The ConnectUs Inmate Handbook Application publishes common PDF documents to inmates (e.g., the Inmate Handbook) for up-to-date access to Customer information.

Emergency Visitation Application

The ConnectUs Emergency Visitation Application allows inmates to initiate a request for a video call with Customer staff to report an emergency situation.

Sick Call Application

The ConnectUs Sick Call Application allows inmates to report symptoms to Customer health officials by completing a "sick form" that identifies the inmate's symptoms.

Self-Op Commissary Ordering Application

The ConnectUs Self-Op Commissary Ordering Application allows Customer to configure its commissary product line within ConnectUs giving inmates an automated means to order commissary goods.

Job Search Application

The ConnectUs Job Search Application allows inmate job-seekers access to local, regional and national jobs of all types and level of experience.

Law Library Application

The ConnectUs Law Library Application allows inmates to perform legal research through a comprehensive collection of state and federal laws, including resources pertaining to constitutions, statutes, cases and more.

SALES ORDER FORM

PRICE PAGE

Securus Inmate Services Platform - Price List

Type	Description	One Time / Recurring	Price/Unit	QTY	Total
Hardware	Video Visitation Terminals - Single Handset (Inmate)	One Time	\$ 4,000	6	\$ 24,000
	Video Visitation Terminals - Single Handset (Visitor)	One Time	\$ 4,000	0	\$ -
	Video Visitation Terminals - Dual Handset (Visitor)	One Time	\$ 4,250	0	\$ -
	Mobile Cart, Including UPS Battery Backup	One Time	\$ 1,440	0	\$ -
Installation and Implementation (Software Application is one time per App, per contract)	Networking Wiring	One Time	\$ 500	5	\$ 2,500
	Electrical Wiring*	One Time	\$ 1,500	0	\$ -
	Hardware Installation	One Time	\$ 500	5	\$ 2,500
	JMS and 3rd Party Vendor Integration**	One Time	\$ -	0	\$ -
	Software Application Setup:	One Time			
	- Securus Video Visitation Application	One Time	\$ -	1	\$ -
	- Phone Call Application	One Time	\$ -	0	\$ -
	- Inmate Forms Application (Grievance)	One Time	\$ -	1	\$ -
	- Inmate Handbook Application (.PDF)	One Time	\$ -	1	\$ -
	- Third Party Vendor Commissary Application	One Time	\$ -	0	\$ -
	- Website Education Application (URL)	One Time	\$ -	0	\$ -
	- Inmate Videos Application (.MP4)	One Time	\$ -	0	\$ -
	- Self-Op Commissary Ordering Application	One Time	\$ -	1	\$ -
	- Emergency Visitation Application	One Time	\$ -	0	\$ -
	- Inmate Sick Form	One Time	\$ -	1	\$ -
	Job Search Application	Recurring	\$ -	0	\$ -
	Law Library Application	Recurring	\$ -	0	\$ -
Annual Subscription and Hosting Fee (per App, per Terminal, per year)	Securus Video Visitation Application	Recurring	\$ -	5	\$ -
	Phone Call Application	Recurring	\$ -	0	\$ -
	Inmate Forms Application (Grievance)	Recurring	\$ 5,000	1	\$ 5,000
	Inmate Handbook Application (.PDF)	Recurring	\$ 5,000	1	\$ 5,000
	Third Party Vendor Commissary Application	Recurring	\$ -	0	\$ -
	Website Education Application (URL)	Recurring	\$ -	0	\$ -
	Inmate Videos Application (.MP4)	Recurring	\$ -	0	\$ -
	Self-Op Commissary Ordering Application	Recurring	\$ 5,000	1	\$ 5,000
	Emergency Visitation Application	Recurring	\$ -	0	\$ -
	Inmate Sick Form	Recurring	\$ 5,000	1	\$ 5,000
	Job Search Application	Recurring	\$ -	0	\$ -
Law Library Application	Recurring	\$ -	0	\$ -	
Misc.	Annual Terminal Extended Hardware Maintenance	Recurring	\$ 500	5	\$ 2,500
	Recurring Telecom	Recurring	\$ 2,880	1	\$ 2,880
	Recording Retention (30 days)	One Time	\$ 100	4	\$ 400
	On-Site Training (per day)	One Time	\$ 2,000	2	\$ 4,000
				Term:	7
				One-Time Cost	32,750
				Annual License & Maintenance Cost (per year)	25,380
				Total Cost:	\$ 210,410
				Securus Investment:	\$ -
				Customer Investment:	\$ 210,410

* Customer responsible for electrical wiring

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

If selected above, Provider will deploy a Third Party Vendor Commissary Application, once an agreement has been executed by and between Provider and Customer's commissary operator for such application.