

**CROWN CORRECTIONAL TELEPHONE, INC.
COINLESS TELEPHONE AGREEMENT**

This Telephone Agreement ("The Agreement") is made on the 19th day of February, 2020, between **Crown Correctional Telephone, Inc.** ("Vendor"), and the **The County of Gilpin, Office of the Gilpin County Sheriff** ("Customer").

1. Facility

The Customer grants the Vendor the exclusive right to provide the following services on the premises located at 2960 Dory Hill Road, Black Hawk, CO 80422:

- Inmate Telephone Services;
- Remote Video Visitation Services;
- Inmate Messaging Services;
- Electronic Grievance/Medical/General Request Services;
- Law Library Services;
- Any future inmate communications applications / services as required.

The Vendor has the exclusive right to all inmate electronic communications on the premises. The Vendor shall have the right to install the inmate telephones, video visitation units and visitation telephones on each premises acquired or leased by the Customer after the date of this Agreement and this Agreement shall be automatically amended to include those premises as if part of the Agreement on the execution date thereof. The location of the all equipment on the premises shall be determined by mutual agreement between the Customer and the Vendor. The Vendor shall have the right and responsibility to make all replacements, updates, modifications, and connections that are reasonably necessary or desirable for the proper operations of the equipment. The Vendor shall be responsible to repair any damage caused to the premises by any reason of its replacements, updates, modifications, or connections, or by the operation of the telephones or of the equipment in the premises, normal wear and tear expected. There will be no cost to the Customer for damaged equipment or service calls.

2. Term

The term of this Agreement shall be sixty (60) months from the date of installation (the "Commencement Date"), and shall terminate on the date, which is sixty (60) months after the Commencement Date (the "Expiration Date"), unless the Agreement is sooner terminated as provided in this Agreement. This Agreement shall automatically renew for additional sixty (60) month periods commencing on the Expiration Date. Upon final expiration of this Agreement, either party may cancel with thirty (30) days written notice. Commencement Date is April 1, 2020.

3. Compensation

For this Agreement, all collect telephone calls will be paid on gross call revenue from utilization of the equipment through all calls completed by users within the premises (the "Commission"). "Gross Revenue" shall mean gross coin and operator service revenue collected from the user. The Commission shall be paid to the Customer on a monthly basis no later than the 25th of the following month in which revenues were generated. If the Customer wishes the commission to be remitted to an address that differs from the address on the last page of this Agreement, please advise the Vendor in writing. If the Customer wishes the commission to be sent via Electronic ACH, please provide banking information for monthly transactions. The Vendor shall be responsible for compliance with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all inmate telephone services and related services provided throughout the duration of this Agreement. The Vendor reserves the right to decrease commission payments in the event of decreased rates and fees mandated by any local, state or federal agency that adversely effects profitability – any such changes shall be discussed with the Customer prior to implementation and negotiated in good faith.

Commissions will be paid as follows:

Customer Initial SW

Vendor Initial WRB

3.1 Inmate Telephone Calls

- Collect & Pre-Paid Calls: 50% of gross call revenue (or the maximum percentage allowed by local, state, and federal laws) on all completed calls, no deductions. Gross call revenue does not include federal, state and local taxes, pre-paid account fees, billing statement fees, approved free calls and any other cost recovery mechanism(s).
- Mexico Collect Calls: \$0.50 per completed call.

3.2 Video Visitation & E-mail Revenue

- Vendor will pay the Customer \$1.00 on each 20-minute remote (off-site) video visits. No commissions will be paid to the Customer on approved ancillary fees or applicable taxes.
- Vendor will pay the Customer \$0.05 on each inmate electronic e-mail.

4. Telephone Lines

The Vendor shall be responsible for, and shall pay all costs in connection with, the installation of the telephones and equipment. The Customer will provide the public static IP connections at no charge to the Vendor.

5. Equipment

The Equipment installed on the premises during the term(s) of this Agreement, shall remain the sole and exclusive property of the Vendor. Upon the expiration of this Agreement, the Vendor shall have the right to enter upon the premises and remove all of the telephones and equipment, unless the Customer or the entering Vendor agree to purchase the telephones and/or equipment at a price to be agreed upon by all parties involved. All phones will be installed free of charge to Customer.

6. Repair and Maintenance

During the term(s) of this Agreement, the Vendor will repair and maintain the telephones and equipment in good operating condition as required for their operation. The Customer shall permit all employees, contractors, and local exchange carrier representative's reasonable access to the premises at all times, in order to service, repair, and maintain the equipment. The Customer shall promptly notify the Vendor in writing of any misuse, destruction, damage, or vandalism of equipment. In the event that the Vendor shall default in the performance of its obligations to promptly service, repair, and maintain the telephones and equipment installed pursuant to this Agreement, the Customer shall notify the Vendor of such breach set forth in Section 9 of this Agreement.

7. Authority of This Agreement

The Customer represents that it has the power and authority, as lessee or owner of the premises, to execute this Agreement and to comply with the terms of this Agreement. The Vendor shall have the right to assign this Agreement with prior written consent of the Customer.

8. Licenses

The Vendor shall secure all licenses required by any state, city, county or other governmental authority at its sole cost and expense.

9. Event of Default, Termination of Agreement

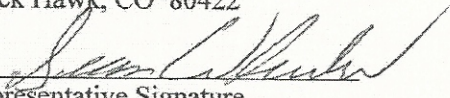
In the event that either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of default setting forth with specificity the nature of the event of default. In the event the defaulting party fails to cure such event of default within thirty days from receipt of said notice of default, the non-defaulting party shall have the right to terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity. If the performance of this Agreement or any obligation hereunder, is interfered with by reason of any circumstances beyond the reasonable control of the parties, including without limitation, fire, explosion, riots, civil unrest, power failures, injunctions, or acts of God, then the party effected shall be excused from such performance on a day-to-day basis to the extent of

Customer Initial SW

Vendor Initial WRB

such interference, provided the party so affected shall use reasonable efforts to remove such causes of non-performance. In the event any governmental tariff or regulation prevents the Vendor from providing services, or such tariffs or regulations make continuation of this Agreement impractical for economic reasons or otherwise, then the Vendor, at its sole discretion, may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, the Customer agrees to allow the Vendor access to the facility/facilities in order to remove the equipment and related equipment. The Vendor agrees to remove the equipment and related equipment within a reasonable time frame after the termination of this Agreement to reduce the amount of down time between the exiting and entering Vendors.

The County of Gilpin, Office of the Gilpin County Sheriff
2960 Dory Hill Road
Black Hawk, CO 80422

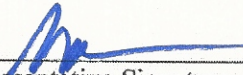

Representative Signature

Sean Wheeler
Representative Printed Name

Division Chief
Representative Title

2/19/2020
Date

Crown Correctional Telephone, Inc.
305 W. 3rd Street
Clifton, TX 76634


Representative Signature

RYAN BARTULA
Representative Printed Name

PRESIDENT
Representative Title

2/20/2020
Date

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Vendor Initial WRB