



Master Services Agreement
CHIPPEWA COUNTY SHERIFF'S DEPARTMENT (WI)
A002776

This Master Services Agreement (this "Agreement") is by and between Chippewa County Sheriff's Department ("you" or "Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the later of July 1, 2013, or the last date signed by either party (the "Effective Date").

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

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

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

1. Applications. This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.
2. Use of Applications. You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) at the correctional facilities under the authority of Customer in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.
3. Compensation. Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.
4. Term. The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is forty-eight (48) months thereafter. 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 one (1) successive period of twelve (12) months. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
5. Service Level Agreement and Limited Remedy. We are committed to providing you with reliable, high quality Applications and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.
6. Software License. We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software

into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

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

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

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

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

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

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

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

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL

NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

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

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

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

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

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

19. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

CUSTOMER:

Chippewa County Sheriff's Department

By: SHERIFF - CHIPPEWA CO SHERIFFS
Dept

Name: JAMES L Kowalczuk

Title: _____

Date: APRIL 25, 2013

Customer's Notice Address and Phone Number:

50 E. Spruce Street
Chippewa Falls, WI 54723

Phone: (715) 726-7704

PROVIDER:

Securus Technologies, Inc.

By: _____

Name: Robert Pickens

Title: Chief Operating Officer

Date: _____

Provider's Notice Address:

14651 Dallas Parkway, Suite 600
Dallas, Texas 75254
Attention: General Counsel

Phone: (972) 277-0300

Provider's Payment Address:

14651 Dallas Parkway, Suite 600
Dallas, Texas 75254
Attention: Accounts Receivable

Please return signed contract to:

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

Schedule
CHIPPEWA COUNTY SHERIFF'S DEPARTMENT (WI)
A002776

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

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to (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 the Provider. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the chart below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

Bonus Prepaid Calling Cards. On the first day of the month this Schedule Effective Date, we will provide you with prepaid calling cards with a total face value of \$5,000.00. Each prepaid calling card will be valid for no more than six (6) months from the date it is first used. Prepaid calling cards are not returnable or refundable; all sales are final.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commissions Payment Address
Chippewa County Sheriff's Department 50 E. Spruce Street Chippewa Falls, WI 54723	SCP	76.1%*	Gross Revenues	--SAME--

*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 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.

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

*XP Media center edition not supported

SERVICE LEVEL AGREEMENT

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

1. Outage Report; Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

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

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

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

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. Response Process. In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. Performance of Service. All of our repair and maintenance of the System will be done in a good and workmanlike

manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a 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 are 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 the 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 the 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.

INTERNATIONAL COLLECT

Customer may choose to have Provider provide International Collect calling services. Provider does not provide International Collect calling services without the use of a third-party vendor. Provider shall be obligated to pay Customer only those commissions calculated on the "Gross Revenue Received" (defined below) that is generated by International Collect calls. For the purpose of International Collect calls using a third-party vendor, Gross Revenue Received shall be defined as the payments that Provider receives from its third-party vendor providing the International Collect calling service.

Provider shall make commercially reasonable efforts to ensure that it receives revenues from its third-party vendor on a monthly basis. Provider shall notify Customer, within thirty (30) days, if Provider's third-party vendor providing the International Collect calls fails to remit payment or report completed International Collect calls for any period during the Term of this Agreement. If Provider's third-party vendor does not perform the agreed upon responsibilities, as predetermined between Provider and such third-party vendor, Provider shall immediately notify Customer.

Provider reserves the right, in its sole discretion, to terminate International Collect calling services at any time during the Term

of the Agreement if its third-party vendor no longer offers International Collect services. Provider shall work with Customer to identify and implement an alternative to International Collect services such as offering Prepaid Calling Cards that can be used to pay for international calls.

Provider shall remit commission payments and traffic reports that it receives from the third-party vendor to Customer on a monthly basis identifying all Gross Revenue Received for International Collect calls by Provider. Payments and reports due to Customer hereunder shall be made by Provider no later than thirty (30) days of the second month following the month of traffic.

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
Chippewa County Sheriff's Department 50 E. Spruce Street Chippewa Falls, WI 54723	76.1%

CALLING RATES

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

VIDEO VISITATION

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

Exhibit A: Customer Statement of Work
CHIPPEWA COUNTY SHERIFF'S DEPARTMENT (WI)
A002776

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

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

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components and storage for 30 Days / Purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> Chippewa County Sheriff's Department</p> <p>By: <u>Chippewa Co. Sheriff's Dept</u></p> <p>Name: <u>James L. Kowalski</u></p> <p>Title: <u>Sheriff</u></p> <p><u>[Signature]</u></p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: _____</p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</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 B: SECURUS VIDEO VISITATION SCHEDULE
CHIPPEWA COUNTY SHERIFF'S DEPARTMENT (WI)**

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

In addition to the Applications being provided to you pursuant to the Agreement, Provider shall deploy a Video Visitation System at the Facility(s) named in the chart below during the Term of the Agreement (see Attachment 1).

TERMS: (Paid Remote Video Visitation Only)

The parties acknowledge that Securus Video Visitation sessions shall be limited to twenty (20) minute and forty (40) minute sessions. A session fee of \$20.00 and \$40.00, respectively, plus applicable taxes/fees/surcharges will apply to each paid remote Video Visitation session. As used herein, a "remote" Video Visitation session means any session where Video Visitation traffic is routed over the internet. If Customer wishes to offer free remote session(s) for any reason, a session fee of \$20.00 or \$40.00 per session, plus applicable taxes/fees/surcharges, will be deducted from monthly Commission payments made to Customer.

During the Term of this Agreement, Customer will utilize its best efforts to allow the full utilization of the Video Visitation System at the Facility, including without limitation:

1. Customer agrees that Video Visitation must be available for a minimum of eighty (80) hours per Video Visitation terminal per week.
2. For non-professional visitors, Customer will eliminate all face to face visitation through glass or otherwise at the Facility and will utilize video visitation for all non-professional on-site visitors.
3. Customer will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
4. 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) 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.

If applicable, all recorded Video Visitation sessions will have a standard retention of thirty (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 thirty (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 thirty (30) days.

COMPENSATION: (Paid Remote Video Visitation Only)

Provider shall pay Customer the commission percentage that Provider earns through the completion of paid remote Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Commission"). Provider shall remit the Video Visitation Commission 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 commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Video Visitation	Video Visitation Commission Percentage (Paid Remote Video Visitation Only)
Chippewa County Sheriff's Department 50 E. Spruce Street Chippewa Falls, WI 54723	Remote Paid	20%*

*During the first twenty-four (24) months following the deployment of the Video Visitation System, Provider will pay the 20% commission percentage for only those months during which the Facility has achieved 300 remote paid visits or greater. For any months where the Facility does not achieve the 300 remote paid threshold during this first 24-month period, Customer will receive no commission payment hereunder. Commencing upon the twenty-fifth (25th) month following deployment of the Video Visitation System, Provider shall pay twenty percent (20%) each month during the Term of the Agreement.

*It is Customer's responsibility to notify Provider in writing to effect the Video Visitation Commission payment. Changes will take effect on the first day of the month following receipt of written notice by Customer. Notice must be signed by a person who has binding authority for 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.

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 ("ADP" count) and a minimum of one (1) remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than 201 per month, Provider reserves the right, no sooner than twelve (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: We warrant that the services provided by us as contemplated in and by this Exhibit 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 Exhibit will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Exhibit, 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. This warranty shall 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 shall 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 SHALL 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.

SOFTWARE LICENSE: We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Video Visitation System (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software product we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Video Visitation system at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

OWNERSHIP AND USE. The Video Visitation System and Software shall 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, we makes no representation or warranty as to the legality of recording or monitoring such sessions. 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 Exhibit to be executed as of the Schedule Effective Date by their duly authorized representatives.

<p><u>CUSTOMER:</u></p> <p>Chippewa County Sheriff's Department</p> <p>By: <u></u></p> <p>Name: <u>James L. Gaudreault</u></p> <p>Title: <u>Sheriff</u></p> <p>Date: <u>April 25, 2013</u></p>	<p><u>PROVIDER:</u></p> <p>Securus Technologies, Inc.</p> <p>By: _____</p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p> <p>Date: _____</p>
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**Video Visitation Schedule
CHIPPEWA COUNTY SHERIFF'S DEPARTMENT (WI)**

**Attachment 1
Securus Video Visitation Pricing**

Type	Description	One Time/ Recurring	QTY	Total	Responsible Party
Installation and Implementation	Network Wiring Installation	One time	15	\$22,500.00	
	Electrical Wiring Installation	One time		\$0.00	Customer
	JMS Provider Fees				Customer
	Software Application Setup, including JMS import mapping	One time	1	\$5,875.00	
	• Securus Video Visitation Application Setup	One time			
	• Inmate Information Application Setup	One time		\$0.00	
	• Commissary Ordering Application Setup	One time		\$0.00	
	• Sick Form Application Setup	One time		\$0.00	
Hardware	Video Visitation Terminals – single handset (inmate side)	One time	8	\$32,000.00	
	Video Visitation Terminals – single handset (visitor side)	One time	7	\$28,000.00	
	Video Visitation Terminals – dual handset kit (visitor side)	One time		\$0.00	
	Recording	30 Day Purge			
	Total Video Visitation Terminal Installation	One time	15	\$7,500.00	
	Annual Terminal Extended Hardware Maintenance (optional)	Recurring	15	\$2,985.00	
Software	Software Licensing Fee	Recurring	15	\$5,400.00	
	• Securus Video Visitation	Recurring			
	• Inmate Information	Recurring			
	• Commissary Ordering	Recurring			
	• Sick Form	Recurring			
	Software Maintenance Fee	Recurring			
Misc.	Miscellaneous				
	• Training	Per day	2	\$4,000.00	
	• Mobile Cart, including UPS Battery Back Up	One time		\$0.00	
	Term	Re-occurring	4	\$33,540.00	
	Total Value:			\$133,415.00	
	Securus Discount:			\$133,415.00	
	Customer Pays:			\$0.00	

If the Agreement is terminated for any reason before the end of the Initial Term, Customer will refund to Provider the prorated amount of the Video Visitation system expense. 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.

Chippewa County
Sheriff's Office Jail Division



James L. Kowalczyk, Sheriff
Arthur W. Crews, Sr., Jail Administrator
50 East Spruce Street, Chippewa Falls, WI 54729-2542

Dept: 715 - 726 - 7701
Jail: 715-726-7704
Jail Admin. Fax: 715-738-2963
Jail Fax: 715-726-7827
TTY: CHSJ / WI0090001

DATE: December 18, 2013

TO: Rachel Stone, Account Manager
Securus Technologies

FROM: Arthur W. Crews, Jail Administrator

RE: **New One Time Required Fee For CHSJ's 121 Day Archiving Records Retention For The Video Visiting Package.**

It is my understanding that as of 12/18/13, Securus Technologies has offered us a one time set up fee of **\$2,000.00** to start-up and maintain a 121 day archiving records for our video visiting at the Chippewa County Jail (CHSJ).

It is also our understanding that Securus is writing an official addendum to our signed contract agreement in regards to this and the listed fee of **\$2,000.00** for this service.

We look forward to this full agreement and addendum so, we can get started with the needed installation and set-up to go live by mid February 2014.

End of Report.



FIRST AMENDMENT TO
MASTER SERVICES AGREEMENT

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement with an Effective Date of July 1, 2013 (the "Agreement") by and between Chippewa County Sheriff's Department ("you" or "Customer") and Securus Technologies, Inc. ("we," "us," or "Provider").

WHEREAS, Customer desires and Provider agrees to increase the retention period of recorded Video Visitation sessions as more fully set forth herein;

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

- Records Retention for Video Visitation. As of the First Amendment Effective Date and notwithstanding anything to the contrary in the Agreement, all recorded Video Visitation sessions will have a standard retention of one-hundred twenty (120) days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within 120 days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or equality of any such recordings or the deletion of such recordings after 120 days.
- Compensation. In consideration of Provider's increasing its standard retention of recorded Video Visitation sessions from 30 days to 120 days, Customer has agreed to pay, and shall pay, a one-time set-up charge to Provider in the amount of Two Thousand and No/100 Dollars (\$2,000.00), which shall be due and payable within thirty (30) days after the First Amendment Effective Date. After such thirty (30) day period, Provider reserves 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 unpaid balance, plus any accrued interest from any amounts owed to Customer by Provider until Provider is paid in full.
- 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.

Chippewa County Sheriff's Department

Securus Technologies, Inc.

By: *James L. Powaterek*
 Name: James L. Powaterek
 Title: Sheriff
 Date: 12-30-2013

By: _____
 Name: Robert Pickens
 Title: Chief Operating Officer
 Date: _____

Please return signed amendment to:

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

**CHIPPEWA COUNTY SHERIFF'S DEPARTMENT (WI)
A002776**

**SECOND AMENDMENT
TO
MASTER 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 Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Chippewa County Sheriff's Department ("you" or "Customer") dated July 1, 2013, as subsequently amended by that certain First Amendment dated August 12, 2015 (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. Further, Section 4 of the Agreement is hereby amended to reflect that the Initial Term shall be extended by 48 months with a modified end date of June 30, 2021. 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. Location Based Services. As the Second Amendment Effective Date, the following Application is added to the Agreement.

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 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 shall 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 shall (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 shall 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 shall have no further liability or responsibility to Customer with respect thereto.

4. Provider shall 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, shall 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 SHALL 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. 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.

CUSTOMER: Chippewa County Sheriff's Office By: <u>[Signature]</u> Name: <u>[Name]</u> Title: <u>[Title]</u> Date: <u>[Date]</u>	PROVIDER: Securus Technologies, Inc. By: <u>[Signature]</u> Name: Robert Pickens Title: President Date: <u>2-22-17</u>
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Please return signed contract to:

**14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254**

Attention: Contracts Administrator

Phone: (972) 277-0300

Authorization for Provisioning of the Investigator Pro Application

This Authorization for Provisioning of the Investigator Pro Application (hereinafter "Authorization") is provided by the party identified on the signature block below as Customer ("Customer") and is subject to and governed by the Master Services Agreement ("Agreement") between Customer and Securus Technologies, Inc. ("Provider"). Its terms are effective as of the date signed by Customer below (the "Effective Date").

1. Term. This Authorization is effective as of the Effective Date and shall be co-terminous to the parties' Agreement.
2. Applications. Provider will provide the Investigator Pro™ Application in accordance with the terms and conditions set forth herein. Investigator Pro is a voice biometric feature of SCP. Investigator Pro implements voice biometric technology developed for the US Department of Defense to investigate call recordings and determine what inmate voice(s) appear on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Since Investigator Pro uses voice biometrics to find calls on which an inmate has participated, it represents a clearer picture of an inmate's calls than is possible with searching CDRs based on an inmate PIN. PIN sharing and stealing hide inmate calls from CDR reports and is a clue that the content of the call may be of interest to investigators.
3. i) PRICING:

Customer, in exchange for receipt of the Investigator Pro Application, will pay Provider a \$0.02 per minute licensing fee, in accordance with the payment option selected below:

ii) PAYMENT OPTIONS (CUSTOMER TO CHECK THE BOX AND INITIAL THE SELECTED OPTION – ONLY ONE APPLIES):

- A) COMMISSION DEDUCTION: Payment will be made by Customer to Provider by way of commission deductions (pricing deducted from commissions) per all completed call minutes. Payment pursuant to this option commences upon installation. In any given month, in the event commissions earned are less than the cost, customer may be sent an invoice for the remaining amount.
- B) COMMISSION REDUCTION: Payment will be made by Customer to Provider by way of commission reduction as set forth in the following chart. Payment pursuant to this option commences upon the Effective Date of these Terms and Conditions. In any given month, in the event commissions earned are zero, customer may be sent an invoice for the remaining amount.

Avg Call Rate	\$1.50- 1.75	\$1.76- 2.00	\$2.01- 2.25	\$2.26- 2.50	\$2.51- 2.75	\$2.76- 3.00	\$3.01- 3.50	\$3.51- 4.25	\$4.26- 6.75
Commission Reduction	14%	12%	11%	10%	9%	8%	7%	6%	4%

C) MONTHLY INVOICE: Payment will be made by Customer to Provider by way of invoicing.

iii) RATE CHANGE OPTION (CUSTOMER TO CHECK THE BOX BELOW AS DESIRED TO INDICATE ELECTION OF OPTION):

- RAISE MY RATES: In order to help offset the cost recovery of Investigator Pro at Customer's facilities, rates to end users will increase by \$0.02 per minute, provided, however, that call rates shall not exceed any applicable rate caps.

The person signing these Terms and Conditions for Provisioning of the Investigator Pro Application represents that he or she has the authority to do so and to bind his or her organization accordingly:

CUSTOMER AUTHORIZATION:

Capt. EDU #403
Authorized Signer's Signature

10-27-2016
Date

Ernest DeLaRosa
Authorized Signer's printed Name

Captain
Authorized Signer's Title