

This Master Services Agreement (this "Agreement") is by and between Weld County, Colorado ("Customer") and Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company, ("we," "us," or "Provider"). This Agreement shall be effective as of the date signed by Customer provided the agreement is received by Provider within ten (10) days thereof (the "Effective Date").

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 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 inmate related communications, including but not limited to voice, video and data (phone calls, video calls, messaging, and e-mail) at the Facilities 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 two (2) years thereafter. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days prior to the end of the then current term, this Agreement shall automatically renew for three (3) successive periods of one (1) year each. 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 IS THE SOLE AND EXCLUSIVE REMEDY 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. 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.** 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.

10. **Indemnification.** To the fullest extent allowed by applicable law but subject to the limitations in this Agreement, each party (the "Indemnifying Party") will, and does hereby agree to, defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) brought or claimed by third parties or by the Indemnified Party (collectively, "Claims") arising out of (i) a breach of either party's representations, warranties and/or covenants contained herein or (ii) the gross negligence or willful misconduct of, or intellectual property infringement or alleged intellectual property infringement by, the Indemnifying Party and/or its employees, agents, or contractors in the performance of this Agreement. The Indemnified Party shall notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section and the Indemnifying Party shall hereupon tender the defense of such Claims to the Indemnifying Party. The Indemnified Party shall cooperate in every reasonable manner with the defense or settlement of such Claims at the Indemnifying Party's expense. The Indemnifying Party shall not be liable under this section for settlements of Claims finalized solely by the Indemnified Party unless the Indemnifying Party has approved such settlement in advance or unless the defense of such Claims has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

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. 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 utilization 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 PRIOR TO 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 other than those under 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. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. 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 prior to 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. 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:

Weld County, Colorado
Board of Commissioners

By: 

Name:

Title:

Date: FEB 20 2008

Customer's Notice Address:

2110 "O" Street
Greeley, CO 80631

PROVIDER:

Evercom Systems, Inc.

By: 

Name:

Title:

Date: 1-31-08

Provider's Notice Address:

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

Provider's Payment Address:

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

This Schedule is between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and Weld County, Colorado ("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 SERVICE

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides, through its centralized net centric, VOIP, digital transmitted system, automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP provides the capability to (a) monitor and record inmate calls, (b) mark certain numbers as private to disable the monitoring and recording function, (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

COMPENSATION:

Collect Calls. We will pay you commission (the "Commission") in the amount of the applicable Collect Commission Percentage (as specified in the chart below) of the applicable revenue base (as specified in the chart below) that we earn through the completion of collect calls placed from the Facilities. "Gross Revenue" means all charges billed by us relating to collect calls placed from the Facilities. Gross Revenue may be verified by the detailed call records maintained by us, without any deduction or credit for bad debt or for billed calls that for any reason are not collected. Regulatory required and other items such as federal, state and local charges and taxes and fees are excluded. 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 signature block below. You shall notify us in writing at least sixty (60) days prior to a Payment Date of any change in your payment address.

Signing Bonus. Upon the Schedule Effective Date, we will pay you a signing bonus in an amount equal to \$8,000.00. If the Agreement is terminated for any reason prior to the end of the initial Term, then 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.

FACILITIES AND RELATED SPECIFICATIONS:

| Facility Name and Address | Type of Call Management Service | Collect Commission Percentage | Revenue Base for Calculation of Commission | Payment Address |
|---|---------------------------------|-------------------------------|--|-----------------|
| Weld County, Colorado 2110 "O" Street Greeley, CO 80631 | SCP | 50% | Gross | Same |

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"), for a total of ___ licensed users. 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 | 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 ACCESS REQUIREMENTS | |
| DSL or Cable Modem | Data Rate: 1.5 Megbits downstream and 384Kbits upstream, minimum NOTE: You are required and responsible for obtaining and installing anti-virus and firewall protection software for connectivity to and from the Internet. |

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@Evercom.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, prior to any Technical Support outage. For your calls to Technical Support, the average monthly call answer time is generally 120 seconds or less, provided however, that we will endeavor (but will not be obligated) to achieve an average monthly call answer time of 30 seconds.

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

| | |
|--------------|---|
| "Priority 1" | 60% or more of the functionality of the System is adversely affected by the System Event |
| "Priority 2" | 30%-59% of the functionality of the System is adversely affected by the System Event |
| "Priority 3" | 5%-29% of the functionality of the System is adversely affected by the System Event |
| "Priority 4" | Less than 5% of the functionality of the System is adversely affected by the System Event |

3. **Response Times.** After receipt notice of the System Event, we will respond to the System Event within the following time periods with a 95% or greater rate of accuracy:

| | |
|------------|----------|
| Priority 1 | 4 hours |
| Priority 2 | 12 hours |
| Priority 3 | 24 hours |
| Priority 4 | 36 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 Correctional Billing Services division 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 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, 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 or Western Union transfer).

Field Service Technician (FST)

We will provide one (1) dedicated FST to perform services up to twenty-four (24) hours per week at Customer's facility.

SECURE INSTANT MAIL™

DESCRIPTION:

Secure Instant Mail™ electronic mail system provides friends and family members with another communication vehicle. Incoming letters are created and sent by friends and family members from any PC. These letters are securely stored on the Secure Instant Mail™ server until they are downloaded by facility mailroom personnel. Facility personnel print approved letters, return unapproved letters to senders. Inmate receives a hard copy of letter. Inmates may write a return a letter to the sender. Return letters are scanned into the system and emailed to originator. To reduce the chance of passing information through the mail, the Secure Instant Mail™ program automatically scans and alerts selected personnel to key words and highlights each selected word for review by investigators. In addition, all Secure Instant Mail™ electronic mail transliterates from multiple languages into English for fast review.

All equipment, consumables, including but not limited to; ink and paper, are the responsibility of Customer.

The end-user will pay a \$0.60 transaction fee per electronic transaction for each incoming and outgoing message. (\$0.60 for first 2 pages, \$0.30 per additional page and \$0.60 for return letter). The end-user is required to set up a prepaid account with a minimum balance of \$10.00 to utilize the service. Provider will deduct said transaction fees from the customer's prepaid account. The Customer will receive \$0.10 for each transaction fee collected by Provider on a quarterly basis.

FRIENDS & FAMILY ASSISTANCE CENTER (KIOSK)

DESCRIPTION:

The Friends & Family Assistance Center shall provide visitors to the inmate with the following features:

- Point-of-Purchase Account Activation
- Direct Account Deposit Capabilities
- Facility Policy Information
- Telephone Service Guides

The unit shall be placed in the facility's lobby in an area specified by Customer. Customer shall provide a secure area no smaller than 3'wx 6'dx 5'h, and shall be responsible for providing and maintaining power and internet connectivity, which shall include a Standard (3 prong plug) 110 Volt power and an RJ45 CAT5 connection with internet connection to the unit. We shall provide all application software, local area network connectivity and maintenance as required, to assure the proper operation of the application.

MESSAGING

DESCRIPTION:

The Messaging application provides a secure, password protected communication vehicle for inmates and friends & family members. The application uses the existing phone system and all voice mail messages can be recorded and reviewed in the same manner as the phone services provided. The service can be terminated at will for particular inmates. No additional equipment is provided with this application.

COMPENSATION:

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.

AUTOMATED INFORMATION SERVICES

DESCRIPTION:

AUTOMATED INFORMATION SERVICES. The Automated Information Services (AIS) application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform. The application is accessed through a telephone IVR system that is available to all callers. Once AIS starts receiving JMS reports via automated FTP uploads, the system will provide:

Standard Detainee Functionalities

- Commissary Balances
- Charge Information
- Court Appearance Dates, Times, Locations
- Bond Amounts, Types
- Visitation Eligibility, Times

Optional Functionalities

Outbound dialing (leave messages on voice mails and answering machines) for reminders such as:

- Court dates
- Automated visitation scheduling
- Automated commissary payments and ordering

The application provides all information automatically without staff intervention 24/7 from any standard day-room or outside telephone with no new wiring required. Facility staff personnel must maintain information on the system.

COMPENSATION:

For your use of the Automated Information Services, you will pay a monthly fee of \$4,000.00 payable in arrears during the initial term of this Agreement. The fees will be deducted from your Commission. If the fees and other amounts due 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. Further, if the Agreement terminates or expires prior to the expiration or termination of this Schedule, then payment of the fees will be due within thirty (30) days after the date of the invoice.

1.) Specifications and Assumptions

The system will contain two primary applications. The first application will automate answering of incoming calls from the public or "friends and family;" the second will automate inmate information requests via existing inmate phones.

Outside "Friends and Family" Application

- Porting of existing facility phone numbers to secure hosting facility.
- "Trunk-to-Trunk" transfers of exception callers back to facility staff members for personal assistance.
- Nuance Speech Recognition.
- Text-to-Speech playback of inmate names.
- Spanish Interface.
- Charges.
- Court Dates and Locations.
- Bond Amounts and Types.
- Projected Release Dates.
- General Facility Information including facility location, directions, hours, mailing policies, visitation policies, money deposit policies and medication/prescriptions policies.

Inmate Application

- Seamless integration with Provider Inmate Phone System, IE: "Press *8 for the Inmate Information Line"
- Spanish Interface.
- Commissary Balances.
- Charges.
- Court Dates and Locations.
- Bond Amounts and Types.
- Projected Release Dates

Overall

- JMS integration for both applications will be through flat-file, secure FTP imports. Imports will take place in 15 minute intervals. Customer will push Pipe, Comma, or Tab Delimited formatted data to a password protected FTP site.
- Hosting form world-class ViaWest data center located in Denver, CO, including features such as multiple power redundancies, climate control, biometric security, and raised floors.
- unlimited minutes per month included
- Call Summary and Port Usage Reports automatically emailed or faxed on a daily, weekly, or monthly basis

2.) Implementation Overview (timeline, roles, responsibilities):

- **Week 1, Project Kickoff Call:** Conference call to identify points of contact, review implementation plan, confirm system features, goals, and confirm specific dates of the timeline. **Participants: Telerus, Provider, and Customer.**
- **Weeks 1-2, Project Specification Development:** The Project Specification will document the system design and once completed, serve as a comprehensive blueprint for the system as-built. Final design will be based on a combination of the system's functional requirements, the Customer's goals, and IVR design characteristics considered industry best practices. Two primary design components are call flow diagrams referencing each voice file by proper name and the corresponding script to each voice file. This document will also include test data requirements, import requirements (for Customer), Provider integration, Customer PBX integration, hardware components, 3rd Party software components, and test plan. Telerus will develop and maintain this document, but consistent (daily) communication and feedback from Customer will be vital to its successful completion. **Participants: Telerus, Provider, and Customer.**

- **Week 2, Project Specification Approval:** Customer's signature of the Project Specification document will establish approval, whereby the programming, voice file recording, and hardware configuration portions of the project will begin. **Participants: Telerus, and Customer.**
- **Weeks 3-4, Core Programming:** Using the Project Specification to guide design, Telerus will make slight modifications to platform in Microsoft's .Net programming environment to better meet Customer's data formatting, business requirements, and call flow preferences. At this point, the Customer will be requested to begin pushing data exports to Telerus in 15 minute intervals. **Participants: Telerus, and Customer.**
- **Week 5, Voice File Recordings:** Customer will be provided samples of several professional voice talents (male and female) from which to make a selection. Recording will take verbatim from the scripts listed in the Project Specification document. After the English recording is completed, Spanish translation and recording will take place in a dialect neutral voice. **Participants: Telerus, and Customer.**
- **Week 6, Quality Assurance:** Every test case within the Test Plan is executed and the results verified for accuracy before Customer is asked to participate in testing. **Participants: Telerus.**
- **Week 7, User Acceptance Testing:** All parties walk through the approved test plan and confirm that the system performs to its exact specifications. **Participants: Telerus, Provider Customer.**
- **Week 8, Additional Programming (if necessary).** **Participants: Telerus.**
- **Week 8-9, Go-live:** The responsible organization transfer for the production phone number is executed, speed dial is configured on the Provider phone system and the AIS™ system is cut over to production data. The system is monitored continuously for one full business day and then the Provider/Telerus Support team is available 24/7 for remote support. **Participants: Telerus, Provider, Customer.**

3.) Equipment. Since the AIS™ solution will be hosted, no new equipment will be installed at the Customer Facility. However, the Customer will be required to push (through secure FTP) flat file imports in 15 minute intervals, which will require resources of a server class machine with a stable and continuous Internet connection.

4.) Service Level Agreements

Uptime availability: 99%, apart from scheduled downtime, tracked and reset on a monthly basis.

- Seven days a week, 24 hours/day coverage.
- 800-number phone/pager and email access to the Provider/Telerus support team.
- One-hour, or better, response to support calls.
- Assignment of trouble ticket tracking number to each incident with resolution plan communicated within 24 hours.
- One-business day, or better, response to support emails.
- Remote diagnostics and resolution of software issues.
- Voice file re-recordings not to exceed 1 hour per month.
- New releases of product documentation.
- Quarterly system review teleconferences including recaps of all incidents and average resolution times.

Exhibit A: Customer Statement of Work

Weld County, Colorado

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and Weld County, Colorado ("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 following equipment/Applications in connection with the services:

Equipment List

3-way Detection

Dual Tone Multi Freq Detection

Positive Acceptance Detection

True Number Validation

Secure Instant Mail

Anywhere Acceptance

Pre-Paid Calling Card

Pre-Paid Collect

Secure Call Platform

Voice Mail

Covert Alert

Crimetip

Customer Support Centers

In Field Technical Support

Service Ticket Commissions Access

Technical Support Center

Inmate Phone System

Panamax-towermax DS 25 Lightning Protection 2

MLLT1 2

4 - KSU - 4 Outlet Surge Suppressor 2

ADTRAN 924 2

Weld County Jail 1

Allotted S-gate Licenses 11

SCN Storage 2 Year Vault - 6 Months IA

Telephone Equipment

7042 (tall blue - 18" Handset) 2

TDD phone 3

Phone, Roll Around 4 Wheel 2

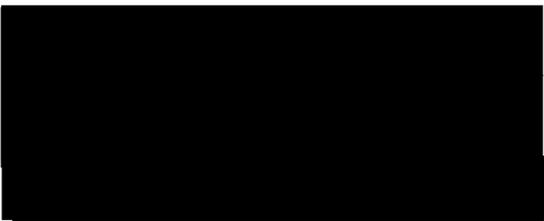
12 Count Switch Panel 1

Secure Instant Mail

SIM Kit 1

UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING IN THIS SCHEDULE, NO APPLICATIONS, EQUIPMENT, INSTALLATION AND SPECIAL REQUIREMENTS OTHER THAN THOSE STATED ABOVE WILL BE PROVIDED; NO ORAL AGREEMENTS OR STATEMENTS ARE BINDING.

EXECUTED as of the Schedule Effective Date.

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| <p>CUSTOMER: Weld County, Colorado Board of Commissioners</p> <p>By:  Name: Title:</p> <p>FEB 20 2008</p> | <p>PROVIDER: Evercom Systems, Inc.</p> <p>By:  Name: Title:</p> |
|---|--|

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