

Facility Telephone Telecommunications Agreement

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

This Agreement is effective as of the most recent date set on the signature page to this Agreement (the "Effective Date").

RECITALS

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

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

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

WHEREAS, the Facility desires to receive the TeleCom Services independent of the TurnKey Services;

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

AGREEMENT

Section 1. Telephone Systems Integration. TKC TeleCom agrees to provide the Facility the TeleCom Services. In consideration for the TeleCom Services, the Facility will pay TKC TeleCom \$0.12 per telephone minute all inmates use during the Term (as defined below) of this Agreement.

The Facility can elect to charge inmates per minute telephone rates higher than \$0.12 per minute, however the Facility will not charge rates above \$0.25 per minute without thirty (30) days prior written notice to TKC TeleCom, and not without TKC TeleCom's prior written approval. In the event the Facility charges inmates per minute telephone rates higher than \$0.12 per minute, the Facility will retain the differential between \$0.12 and \$0.25. However, in all instances the difference between \$0.12 and \$0.25 retained by the Facility shall be reduced by applicable sales taxes.

Subject to the preceding paragraph, TKC TeleCom will be responsible for remitting all sales taxes, and federal and state telephone telecommunication taxes.

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

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

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

Section 5. Contract Term. The initial term for this Agreement begins on the Effective Date, and shall be for a period of One (1) year. This Agreement shall automatically renew for successive one-year terms, provided that, beginning in the final year of the initial term, either TKC TeleCom or the Facility may avoid the initial annual extension by delivering written notice to the other party not less than 60 days prior to the termination date. Thereafter, either TKC TeleCom or the Facility may terminate this Agreement for any reason by delivery of written notice to the other Party not less than 60 days prior to the then-effective one-year term. The "Term" of this Agreement includes the initial term, and all annual extensions thereafter.

Section 6. Miscellaneous.

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

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

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

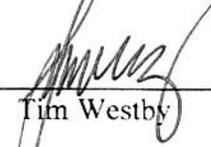
(d) Governing Law. This Agreement, the validity, construction and enforcement hereof, and all disputes relating hereto, shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to any conflicts of law rules that would result in the application of the law of any other jurisdiction. TKC TeleCom and the Facility agree that venue for any litigation between them shall be exclusively in the state district court of St. Croix County, Wisconsin, or the United States District Court for the Western District of Wisconsin, and TKC TeleCom and the Facility agree to submit to personal jurisdiction therein.

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

[signature page follows]

IN WITNESS WHEREOF, duly authorized officials of each party have executed this Agreement, and it is effective as of the Effective Date.

TKC TeleCom LLC

By: 
Tim Westby

Its: Chief Financial Officer

Montezuma County Correctional Facility

By:  05/15/15
STEVEN D. NOWLIN

Title: SHERIFF
A Duly Authorized Official