

Comm Mtg. 8/03/05-1

**INMATE TELEPHONE, INC.
VENDING AGREEMENT**

THIS AGREEMENT, is made by and between INMATE TELEPHONE, INC., a Pennsylvania business corporation, located at 4200 Industrial Park Drive, Altoona, Pennsylvania, 16602 (hereinafter "ITI") and the COUNTY OF DAUPHIN, a county existing under the laws of the Commonwealth of Pennsylvania, with principal offices located at 2 South Second Street, Harrisburg, Pennsylvania, 17101 (hereinafter "Customer").

WHEREAS, Customer operates the Dauphin County Prison (hereinafter "Facility") located at 501 Mall Road, Harrisburg, Pennsylvania 17111; and

WHEREAS, ITI has developed a proprietary non-coin operated inmate telephone system (hereinafter "NCOTS") for use in inmate facilities; and

WHEREAS, Customer wishes to establish an inmate phone vending arrangement to include non-coin operated telephones for use by inmates at the Facility; and

WHEREAS, the parties desire to enter into a written agreement setting forth their mutual rights and obligations with respect to the installation and operation of ITI's inmate phone system; and

WHEREAS, in order to induce Customer to enter into this Agreement, ITI has agreed to provide to Customer a software application for Customer's District Attorney's Office as more specifically set forth hereinafter, a software application for Customer's Adult Probation Office as more specifically set forth hereinafter and a software application for the Dauphin County Prison as more specifically set forth hereinafter, as a material inducement to enter into the Agreement and as part of the consideration to Customer.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

I. RECITALS

The recitals set forth hereinabove are incorporated herein.

II. TERM

The obligations of the parties under the Agreement are effective as of the date hereof. ITI shall install the NCOTS and be operational on or before August 1, 2005. This Agreement shall remain in force and effective for a term of five (5) years through July 31, 2010 (hereinafter "initial term") unless this Agreement is earlier terminated in accordance with Article V. Unless terminated in accordance with Article V, or unless either party at least ninety (90) days prior to the termination of the initial term or any renewal term of the Agreement by written notice indicate its intent not to renew, this Agreement shall renew automatically at the end of the initial term and each extension thereof upon the same terms and conditions set forth herein but for an annual term of one (1) year and year to year thereafter until terminated or not renewed as set forth herein.

III. NCOTS INSTALLATION AND OPERATION

A. Customer grants to ITI the sole and exclusive right to install and operate all non-coin operated telephones for use by inmates at the Dauphin County Prison, any replacement prison or any expansion of the Dauphin County Prison operated by or under the control of Customer. Customer and ITI agree that the configuration of the NCOTS, including the number of telephones, shall be mutually agreed upon considering system usage at the Facility. Customer hereby grants to ITI reasonable access to and the use of its Facility for the installation and operation of the NCOTS. Customer further agrees to provide adequate space for the non-coin operated telephones that is accessible to the inmates, and adequate space for the equipment necessary to operate the NCOTS that is accessible to ITI or its designated representatives consistent with Customer's security requirements to be determined by Customer at its sole discretion. Customer shall provide electrical outlets sufficient in number and capacity for operating the NCOTS and related equipment at Customer's expense. Customer shall be responsible for payment of charges for electricity.

B. ITI shall be responsible for all line charges and any phone company charges related to the use of the NCOTS installed by ITI at the Facility. Customer agrees to provide to ITI all necessary information within its control related to line charges from any long distance or other operating companies.

C. Except as expressly otherwise provided in this Agreement, all phones and phone-related equipment installed by ITI, including the NCOTS, shall remain the property of ITI, and Customer warrants and represents that it shall not transfer, encumber, pledge, remove, relocate or grant any interest in the NCOTS, or any component thereof, without the express written consent of ITI.

D. Maintenance of the NCOTS and related equipment installed by ITI shall be the responsibility of ITI. ITI agrees to respond to minor service requests within twenty-four (24) hours and major outages within four (4) hours. ITI guarantees all repairs to be performed in a workmanlike manner. Any service problem resulting in an inability to utilize the system is considered major. Customer will be charged for any repairs required due to the gross negligence and/or willful misconduct of Customer, its agents or employees.

E. At the inception of this Agreement, ITI shall install adequate and new state of the art phone related equipment for the monitoring and recording of all inmate calls. Customer understands and agrees that live monitoring will be limited to three (3) monitoring stations, which will run on Customer provided computers attached to Customers network and must be running Windows 2000 or greater as the operating system. Customer further agrees to the terms and conditions of ITI's Call Recording Agreement as set forth in Exhibit "I" attached hereto and made a part hereof. Initial storage capabilities shall have a capacity to store all completed calls for a period of five (5) years. The system will store the phone numbers of all calls placed using the system, including the time and date of the call. ITI is developing an improved system to attempt to detect and block three-way calling and agrees if and when such a system is being marketed to customers by ITI, ITI will promptly incorporate the improved technology into and/or upgrade the system to include the improved technology. A list of all initial equipment shall be attached as an exhibit to this agreement. ITI also agrees, between the second (2nd) and third (3rd) anniversary of this Agreement, but in no event later than August 1, 2008, to update telephone equipment and the system during the term of this Agreement and to update equipment at least every three (3) years during the term hereof and all extensions hereof. ITI also agrees to maintain, service and repair said equipment in order to minimize problems with the recording, storage and retrieval of inmate calls to the Customer's reasonable satisfaction.

IV. COMPENSATION

A. In consideration for granting ITI the exclusive right to operate NCOTS at the Facility, ITI will pay Customer as set forth in Exhibit "A" attached hereto and made a part hereof. Monthly payments to Customer shall be due within thirty (30) days following the collection of records from the preceding month but in no event more than sixty (60) days after the end of the month. Annual payments, if applicable, shall be made within thirty (30) days of August 1 of each year. All commission payments shall be final and binding upon the Customer unless written objection thereto is received by ITI within sixty (60) days of receipt of the same by Customer. ITI shall provide Customer with a monthly accounting of all calls and revenue received under this Agreement, due at time of monthly payment. ITI shall also provide Customer with an annual report of all calls made from the Facility and revenue received from those calls. Exact format shall be mutually agreed upon and attached to this agreement.

B. In the event of a change, repeal, enactment or amendment of any statute or regulation by any governmental authority that increases ITI's costs to perform under this Agreement or reduces ITI's allowable rates that may be charged to NCOTS users, the parties shall jointly agree on the rates and terms of payment as set forth in provision IV(A) above, to reasonably cover the increase in operating costs or to reasonably compensate for losses in revenues due to decreases in the rates chargeable to NCOTS users, said adjustment to take effect no earlier than fifteen (15) days after joint agreement of said adjustment. The parties agree that they will not withhold their consent to any adjustment that is reasonably directed to cover the increase in operating costs and/or to compensate for losses in revenues due to decreases in rates chargeable to NCOTS users. Any rate increase requested by ITI for reasons other than those stated herein shall be subject to Customer's written approval at Customer's consent, which consent shall not be unreasonably withheld.

C. ITI shall provide Customer with the assets described in Exhibit "B" for Customer's use during the initial term of this Agreement. All software and/or software licenses listed on Exhibit "B" shall remain the property of ITI during the term of this Agreement, except as set forth herein. ITI shall be responsible for repairs and maintenance required due to the misuse, neglect or willful misconduct

of inmates at the Facility utilizing equipment. Customer is responsible for maintaining licenses and upgrades for the licensed software and/or replacing any toner cartridges, ribbons, paper, and other like consumables that are utilized by the equipment installed by ITI. During the term of this Agreement, between the second (2nd) and third (3rd) annual anniversary of this Agreement, but in no event later than August 1, 2008, ITI shall upgrade all hardware and software, as it relates to the Inmate Telephone System for which it has maintenance responsibility with new state of the art hardware and software, to the extent possible, at the reasonable discretion of Customer.

D. At the completion of the initial term of this Agreement, ITI shall transfer and/or assign ownership to Customer of the licensed copies of third party software (including DSI software) identified in Exhibit "B" to the extent permitted by any relevant license agreement. Customer will be responsible for maintenance and upgrades to said software.

E. ITI agrees to insure the equipment listed on Exhibit "E" against the risk of loss in an amount and with an insurance carrier acceptable to Customer and to name Customer as an additional insured on the policy insuring that risk. ITI shall provide Customer with proof of insurance. As further compensation to Customer, and to induce Customer to enter into this Agreement, ITI agrees to provide, at no additional charge or cost to Customer, Customer's District Attorney's Office with software application, including database, additional software, conversion, to the extent possible, and installation, including all costs and expenses of ITI associated therewith, without compensation to ITI other than beyond Customer entering into this Agreement. Customer agrees to the terms and conditions of ITI's Data Conversion Agreement as set forth in Exhibit "J" attached hereto and made a part hereof. This inducement is a material part of this Agreement and breach hereof will allow termination for cause as set forth in paragraph V(B)(5). A list of the equipment and services to be provided under this subparagraph is attached hereto, as Exhibit "C" and made a part hereof. The installation shall be effected on Customer-provided computers attached to Customer's network and must be running Windows 2000 or greater as the operating system. Upon ITI's installation of the software application in the Customer's District Attorney's Office, ITI shall provide an acceptance form to Customer for

Customer's acknowledgement, and Customer shall have forty-five (45) days to test the installation for acceptance. Customer shall itemize any functional failures on or before the end of the forty-five (45) day test period, or Customer shall be deemed to have accepted the installation. ITI shall have thirty (30) days to correct any functional failures. The exact format of the acceptance form shall be mutually agreed upon and attached to this Agreement. This Agreement entitles Customer's District Attorney's Office to use ITI's Proprietary Technology and any technology and software that is sublicensed by ITI from third parties. No license, express or implied, in ITI's Proprietary Technology or the sublicensed technology/software is granted to Customer's District Attorney's Office other than to use ITI's Proprietary Technology and any technology and software that is sublicensed by ITI from third parties in the manner and to the extent required for the operation of the District Attorney's Office.

F. As further compensation to Customer, and to induce Customer to enter into this Agreement, ITI agrees to provide at no additional charge or cost to Customer, Customer's Adult Probation Office with software application, including database, additional software, conversion and installation, including all costs and expenses of ITI associated therewith, without compensation to ITI other than beyond Customer entering into this Agreement. Customer agrees to the terms and conditions of ITI's Data Conversion Agreement as set forth in Exhibit "K" attached hereto and made a part hereof. This inducement is a material part of this Agreement and breach hereof will allow termination for cause as set forth in paragraph V(B)(5). A list of the equipment and services to be provided under this subparagraph is attached hereto as Exhibit "D" and made a part hereof. The installation shall be effected on Customer-provided computers attached to Customer's network and must be running Windows 2000 or greater as the operating system. Upon ITI's installation of the software application in the Customer's Adult Probation Office, ITI shall provide an acceptance form to Customer for Customer's acknowledgement, and Customer shall have forty-five (45) days to test the installation for acceptance. Customer shall itemize any functional failures on or before the end of the forty-five (45) day test period, or Customer shall be deemed to have accepted the installation. ITI shall have thirty (30) days to correct any functional failures. The exact format of the acceptance

form shall be mutually agreed upon and attached to this Agreement. This Agreement entitles Customer's Adult Probation Office to use ITI's Proprietary Technology and any technology and software that is sublicensed by ITI from third parties. No license, express or implied, in ITI's Proprietary Technology or the sublicensed technology/software is granted to Customer's Adult Probation Office other than to use ITI's Proprietary Technology and any technology and software that is sublicensed by ITI from third parties in the manner and to the extent required for the operation of the Adult Probation Office.

G. As further compensation to Customer, and to induce Customer to enter into this Agreement, ITI agrees to provide, at no additional charge or cost to Customer, Customer's Dauphin County Prison with software application, including database, additional software, conversion and installation, including all costs and expenses of ITI associated therewith, without compensation to ITI other than Customer entering into this Agreement. Customer agrees to the terms and conditions of ITI's Data Conversion Agreement as set forth in Exhibit "L" attached hereto and made a part hereof. This inducement is a material part of this Agreement and breach hereof will allow termination for cause as set forth in paragraph V(B)(5). A list of the equipment and services to be provided under this subparagraph is attached hereto, as Exhibit "H" and made a part hereof. The installation shall be effected on Customer-provided computers attached to Customer's network and must be running Windows 2000 or greater as the operating system. Upon ITI's installation of the software application in the Customer's Dauphin County Prison, ITI shall provide an acceptance form to Customer for Customer's acknowledgement, and Customer shall have forty-five (45) days to test the installation for acceptance. Customer shall itemize any functional failures on or before the end of the forty-five (45) day test period, or Customer shall be deemed to have accepted the installation. ITI shall have thirty (30) days to correct any functional failures. The exact format of the acceptance form shall be mutually agreed upon and attached to this Agreement. This Agreement entitles Customer's Dauphin County Prison to use ITI's Proprietary Technology and any technology and software that is sublicensed by ITI from third parties. No license, express or implied, in ITI's Proprietary Technology or the sublicensed technology/software is granted to Customer's Dauphin County Prison

other than to use ITI's Proprietary Technology and any technology and software that is sublicensed by ITI from third parties in the manner and to the extent required for the operation of the Dauphin County Prison.

V. TERMINATION

A. In the event of termination of this Agreement for any reason, the customer agrees to allow ITI access to the facility consistent with Customer's security requirements to be determined by Customer at its sole discretion in order to remove the equipment which belongs to ITI. ITI agrees to remove its equipment within thirty (30) days after termination of this Agreement and to insure Customer for any damage caused by removal including all costs to restore surfaces from which equipment is removed.

B. A termination for cause shall occur under the following circumstances:

1. No payment from ITI to Customer of any sum due within thirty (30) days of the due date. Time is of the essence.

2. Failure to substantially comply with the time schedule for work to be completed by ITI as set forth in Exhibit "F", attached hereto and made a part hereof.

3. At the option of either party, the following events shall allow termination on three (3) business days notice (unless cured within the thirty (30) days), if the other party shall: (i) become insolvent, be placed into liquidation, or receivership, or involuntary bankruptcy, or voluntarily engage in any procedure for the settlement or postponement of debts or be adjudicated bankrupt; or (ii) commence dissolution proceedings.

4. If Customer no longer operates the Facility or if federal or state law or regulation applicable to the inmate telephone and communication system in the Facility materially alters the obligation of County with regard to provision of telephone services to inmates, at the option of County, on thirty (30) calendar days notice, Customer may terminate.

5. For all other causes, the terminating party may give written notice to the breaching party specifying the breach and an intention to terminate this Agreement. The breaching party shall have ten (10) business days from the receipt of such notice to cure the breach unless the breach is incapable of

being cured within ten (10) business days, in which case the Agreement may not be terminated if efforts to cure the breach are initiated within the ten (10) business day period and diligently pursued to completion. If the breach is not cured within such period, the other party may terminate this Agreement effective immediately upon notice of termination to the breaching party.

C. For the purposes of this provision the term "cause" shall not include non-performance by ITI due to Force Majeure Conditions, or any other causes beyond its control. Force Majeure Conditions shall include and be limited to the following: Acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances (collectively referred to as "Force Majeure Conditions").

D. At Customer's option, in the event that any of the items of performance required are not performed on time, not as a penalty but as a reasonable perspective evaluation of the actual damage to customer, Customer, in lieu of termination of contract, may identify specifically in writing, those items of performance not yet complete and may charge ITI the amount of \$250.00 per day until the identified work is completed. Customer agrees to allow ITI five (5) days from receipt of notice of non-performance to cure said non performance before charging ITI as stated above. ITI agrees, prospectively, that the charge of \$250.00 per day is reasonable and not a penalty. Time is of the essence.

VI. LIABILITY

A. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ITI SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM LOST PROFITS, OR FOR ANY OTHER LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OR INABILITY TO USE ITI'S NCOTS, RECORDING EQUIPMENT, INMATE TELEPHONE MANAGEMENT SYSTEM HARDWARE OR SOFTWARE, OR THE EQUIPMENT OR SOFTWARE PROVIDED UNDER EXHIBIT B, OR FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ITI'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL OF: A) ALL SUMS TO BE PAID BY

CUSTOMER TO ITI UNDER THIS AGREEMENT, LESS B) ANY PAYMENTS MADE TO ITI AS REIMBURSEMENT FOR DEBIT CALLS.

B. ITI shall indemnify and hold Customer harmless against claims, losses or liability arising from changes to or destruction of property, or injury to persons, occurring solely as a result of ITI's negligent installation of the NCOTS or the failure of the same to operate as represented including claims of inmates, families of inmates, or others and including the cost of defense of any such claims.

C. ITI shall be responsible and liable for damage to the walls or damage to floors or other damages that may result from the installation or removal of the phones and, on the termination of this agreement, provided ITI fills small holes in walls and/or floors using reasonable repair techniques (e.g., using spackle to fill small holes in walls and using concrete or caulk to fill small holes in concrete floors), such reasonably effected repairs shall not be deemed "damage" under this provision. Material used to fill holes must be approved by Customer.

D. Customer agrees to hold ITI harmless for any damage claims caused by Customer's negligent acts or omissions, including but not limited to the use of any call logs requested by the Facility, any recordings made or used by the Facility, or any information obtained while monitoring inmate conversations.

VII. PROVISIONS RELATING TO INTELLECTUAL PROPERTY

A. Confidentiality. Each party to this Agreement acknowledges that during the course of this Agreement, a party may disclose to the other party certain information and materials that are nonpublic, confidential, and proprietary in nature to the disclosing party (the "Proprietary Information"). The parties agree that any Proprietary Information will be kept confidential and used by receiving party only in connection with this Agreement for purposes of installing, operating and/or maintaining the NCOTS (the "Permitted Purpose") and by Customer for the necessary uses to properly or reasonably perform its functions, and the receiving party will not use the Proprietary Information in any way detrimental to the disclosing party or for the benefit of a third party. Only employees and authorized representatives of the receiving party who need to review the Proprietary Information in connection with the Permitted Purpose may access and view the Proprietary Information. The receiving party will not disclose the Proprietary Information or any portion thereof to any other person or entity, except as

necessary to perform its functions, without the disclosing party's prior written consent. The receiving party also agrees that it will use its reasonable commercial efforts to protect the secrecy and confidentiality of and avoid disclosure or use of the Proprietary Information, including without limitation, implementing reasonable commercial measures, which the receiving party uses to protect its own highly sensitive confidential information. Moreover, the receiving party agrees that it will not reverse engineer or disassemble, make or cause to be made derivative works of any kind from, or make copies of, the Proprietary Information, absent express written permission of the disclosing party. In the event of dissemination, disclosure, or use of the Proprietary Information that is not permitted by this Agreement, the receiving party shall notify the disclosing party immediately in writing and will use reasonable efforts to assist the disclosing party in minimizing the damage from such disclosure. Such remedy shall be in addition to and not in lieu of any other rights and remedies the disclosing party may have at law or in equity against the receiving party. The disclosing party shall use reasonable efforts to mark all Proprietary Information with appropriate markings to indicate its confidential status, and if any Proprietary Information is disclosed verbally, the disclosing party shall send a written confirmation within thirty (30) days providing a summary of the disclosed information and identifying the information as being Proprietary Information. In the case of the hardware and software incorporated into the NCOTS, the parties agree that all such hardware and software is Proprietary Information (except to the extent visible without disassembly). The receiving party acknowledges and agrees that any and all Proprietary Information (including any intellectual property rights therein) is and will remain the sole property of the disclosing party.

B. Limited License. Customer acknowledges that the NCOTS incorporates confidential and proprietary hardware and software of ITI, which includes patented, patent pending, and/or copyrighted technology ("ITI's Proprietary Technology"). This Agreement entitles Customer to use ITI's Proprietary Technology solely for the operation of the NCOTS. No license, express or implied, in ITI's Proprietary Technology is granted to Customer other than to use ITI's Proprietary Technology in the manner and to the extent required for the operation of the NCOTS.

C. Ownership of Intellectual Property. Customer acknowledges and agrees that any and all intellectual property rights in ITI's Proprietary Technology is and will remain the sole property of ITI.

D. Restrictions. Customer agrees that it will not reverse-engineer, disassemble or decompile any equipment, component, or software which is part of the NCOTS.

VIII. MISCELLANEOUS

A. Authority. Each party to this Agreement warrants and represents that it has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the Inmate Telephone system and related equipment. Each party warrants and represents that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of the organization as named in this Agreement and that all actions, resolutions and/or express authorizations required to be obtained prior to entering this Agreement have been taken, passed and/or obtained.

B. Governing Law. The terms of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania, and the parties irrevocably consent to the personal jurisdiction of the federal and state courts presiding in Pennsylvania. The parties agree to venue for all disputes shall be Harrisburg, Pennsylvania.

C. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. Entire Agreement. This Agreement, including all exhibits identified herein, contains the entire agreement by and between the parties hereto and replaces all existing agreement, oral or written, between the parties.

F. Modifications. This Agreement cannot be varied or modified orally and can only be varied or modified by a written instrument signed by all parties that have the authority to sign.

G. Ownership of Equipment. During the term of this Agreement or any renewals or extensions thereof, the equipment installed in the facility pursuant to this Agreement shall remain the sole and exclusive property of ITI, except for any assets listed on Exhibit "B" which ownership shall be governed by Section IV(C-D).

H. Assignments. ITI may not assign its rights and obligations under this Agreement without the prior consent of Customer, which consent shall not be unreasonably withheld. Customer may assign this Agreement only with the consent of ITI, which consent shall not be unreasonably withheld.

I. No Waiver. 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.

J. Notices. All notices required to be in writing herein shall be delivered by each party to the other party by registered mail at the following address:

For ITI	Inmate Telephone, Inc. 4200 Industrial Park Drive Altoona, PA 16602
For Customer	Warden Dauphin County Prison 501 Mall Road Harrisburg, PA 17111
With a copy to	Chief Clerk Dauphin County Administration Building Fourth Floor 2 South Second Street Harrisburg, PA 17101

K. No Joint Venture. Neither this Agreement nor the disclosure or receipt of Proprietary Information constitutes or implies any promise or intention to enter into a partnership, agency, employment, or joint venture relationship, or to make any investment in any entity, to purchase any products or services by any entity, or to offer any additional information, products or services to any entity.

L. Interpretation. Section headings in this Agreement are for reference only and shall not be construed as modifying any provisions herein.

M. Survival. Sections IV(A), IV(F)-(H), V(A), VI(A)(C), and VII(A)-(D), VIII(B) and VIII(N) shall survive any termination of this Agreement.

N. Succession. At the end of this Agreement, ITI will reasonably cooperate in an effort to assure a smooth and successful transition with Customer's new vendor and shall provide Customer with access for a reasonable time period to all data, including stored phone calls and pictures, to the extent possible, from ITI's system. ITI, upon request of Customer shall provide technology and staff with the reasonable assistance in the transfer of all said data, to the extent possible, to the new system. In the event of ITI's failure to cooperate with this transition or provide services set forth herein, ITI will be liable as responsible for the full cost of transition.

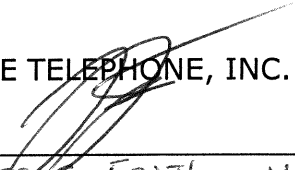
O. Annual User Fees. Will be determined on an annual basis as per actual count of concurrent uses.

P. Collect Call Rates. ITI agrees to maintain the existing collect call rates, as set forth in Exhibit "G", during the term of this Agreement or any extension hereof except as agreed to in advance, in writing, by Customer, and except as the parties may agree in accordance with Section IV.B above.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

INMATE TELEPHONE, INC.

BY:


James C. Faith Vice President

DAUPHIN COUNTY:

By:

 8/03/05
Jeff Haste, Chairman

By:


Dominic DiFrancesco, Commissioner

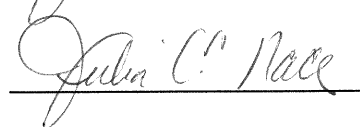
By:

George P. Hartwick, III, Commissioner

ATTEST:



Julia C. Nace



Julia C. Nace

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Exhibit "A"

Compensation – Inmate Phone Commissions

ITI will compensate Customer with a fixed commission guarantee at \$25,000.00 per month with the following considerations:

- a) ITI will begin paying Customer commissions the month following the first full month ITI is in operations within the Facilities.
- b) ITI and Customer will review the average daily inmate population on an annual basis and renegotiate in good faith the commission guarantee. If the average daily population declines or increases more than 10% from the previous year's ADP then ITI and Customer will Meet and Discuss a new fixed commission amount.
- c) Customer warrants and represents that the current ADP is 950.
- d) In the event that a catastrophic or other event occurs that causes the inmate population to decrease more than 15%, then ITI may suspend the fixed payment until the population returns to the level prior to the 15% drop, and instead pay 43% of gross billed until the population returns to the level prior to the 15% drop.
- e) ITI and Customer will Meet and Discuss debit calling. If a system can be implemented that will not impact the current arrangement with the Customer's Commissary vendor, then the system will be placed into effect. If there are any problems, or if after six months this debit calling system decreases the on-going commission received from the Commissary vendor, then the debit calling system will be discontinued. Customer agrees to allow Debit calling to remain on for a minimum of six (6) months, which is the time necessary for the Debit calling and Commissary ordering to balance out.
- f) ITI will also install and maintain two (2) coin-operated phones placed within the facility at Customer's discretion.

Exhibit "B"

Assets Provided – Adult Probation

SOFTWARE APPLICATION				
Quantity	Description	Unit Cost	Ext. Cost	
1	DSI Probation & Parole System			
	Five Years of back maintenance for years 2000 through 2004 for 100 concurrent users.	\$187,500.00	\$187,500.00	
	<i>The calculation is \$375 times One Hundred (100) concurrent users times 5 years</i>			
TOTAL SOFTWARE APPLICATION FEE				\$187,500.00
DATABASE				
Quantity	Description	Unit Cost	Ext. Cost	
0	Oracle Database License for 100 Users	\$0.00	\$0.00	
	Oracle Pricing for Adult Probation, District Attorney and Jail are all Included on the Jail Pricing.			
TOTAL DATABASE FEES				\$0.00
ADDITIONAL SOFTWARE				
Quantity	Description	Unit Cost	Ext. Cost	
1	Seagate Crystal Reports Professional (5 User license)	\$1,995.00	\$1,995.00	
1	PCAnywhere Version 10.5	\$225.00	\$225.00	
TOTAL ADDITIONAL SOFTWARE				\$2,220.00
ADDITIONAL SERVICES				
Quantity	Description	Unit Cost	Ext. Cost	

ity				
200	Business Hours of Technical Support (Excluding Holidays)		\$75.00	\$15,000.00
TOTAL ADDITIONAL SERVICES				\$15,000.00
CONVERSION				
Quantity	Description		Unit Cost	Ext. Cost
160	Hours of Data Conversion old system. Billable on a per hour basis. Three days of data conversion is included. This estimate assumes that four days total conversion time will be required. You are being charged for one day while receiving four days total.		\$75.00	\$12,000.00
TOTAL CONVERSION FEES				\$12,000.00
INSTALLATION				
Quantity	Description		Unit Cost	Ext. Cost
4	Days Installation of Software Products. One day is free. You are receiving five days of installation but are only paying for four.		\$350.00	\$1,400.00
10	Days Training on Software Products. You will receive three free days of training. You are receiving thirteen training days but are only paying for ten (10) training days.		\$350.00	\$3,500.00
TOTAL INSTALLATION FEES				\$4,900.00
ESTIMATED TRAVELING AND LIVING EXPENSES				
14	Food - \$45.00 per day for one individual No Charge		\$45.00	\$630.00
14	Hotel - \$120.00 per day for one individual No Charge		\$120.00	\$1,680.00
TOTAL ESTIMATED TRAVELING AND LIVING EXPENSES				\$2,310.00
TOTAL INVESTMENT SUMMARY				
SOFTWARE APPLICATION FEES				\$187,50

				0.00
	DATABASE FEES			\$0.00
	ADDITIONAL SOFTWARE FEES			\$2,220.00
	ADDITIONAL SERVICES			\$15,000.00
	CONVERSION FEES			\$12,000.00
	INSTALLATION FEES			\$4,900.00
	ESTIMATED TRAVELING AND LIVING EXPENSES			\$2,310.00
	<i>Traveling and Living Expenses will Bill as Incurred</i>			
GRAND TOTAL				\$223,930.00

Exhibit "B" (Continued)

Assets Provided – Offender Management System

SOFTWARE APPLICATION			
Quant ity	Description	Unit Cost	Ext. Cost
1	DSI Offender Management System	\$0.00	\$0.00
	Five Years of back maintenance for years 2000 through 2004 for	\$140,625.00	\$140,625.00
	Seventy Concurrent Users		
	<i>The calculation is \$375 times Seventy concurrent users times 5 years</i>		
TOTAL SOFTWARE APPLICATION FEE			\$140,625.00
DATABASE			
Quant ity	Description	Unit Cost	Ext. Cost
2	Oracle Dual processor License for unlimited users. Note that the State of PA through CCAP has a purchasing agreement for all counties. Pricing from CCAP may be less expensive.	\$18,000.00	\$36,000.00
TOTAL DATABASE FEES			\$36,000.00
ADDITIONAL SOFTWARE			
Quant ity	Description	Unit Cost	Ext. Cost
1	Seagate Crystal Reports Professional (5 User license)	\$1,995.00	\$1,995.00
1	PCAnywhere Version 10.5	\$225.00	\$225.00
1	IDS Information Delivery System (Includes two database connections)	\$15,000.00	\$15,000.00
1	IDS Customized Package (Requires 80 hours of Customization and configuration)	\$15,000.00	\$15,000.00
TOTAL ADDITIONAL SOFTWARE			\$32,220.00

INTERFACES				
Quantity	Description	Unit Cost	Ext. Cost	
1	Commissary Interface, Software Only (No Labor)	\$15,000.00	\$15,000.00	
1	Imaging Interface(No Hardware) (There may be additional fees from current Imaging Vendor) Dauphin may substitute DSI Imaging System for Interface <u>DSI Programmable Database Imaging System</u> Includes The Following (Minimum Specs): Pentium IV 3.0GHz Computer - 512MB RAM - 120.0 GB Hard Drive - 56K modem - 10 / 100 NIC Card - 19" SVGA Monitor 3 Year Next Day Parts & Labor Warranty Provided by Dell APC 650 UPS System Firewire Camera Kit Computer Lens Xerox Color Laser Printer (Includes Xerox 1 Year On-Site Warranty) or Hewlett Packard 4600N Color Laser Printer (Includes HP 1 Year On-Site Warranty) Pedestal Camera Mount Pan Tilt Head Unit Heavy Duty Laminator 1 Box Wrist Bands	\$30,000.00	\$30,000.00	
TOTAL INTERFACE FEES			\$45,000.00	
ADDITIONAL SERVICES				
Quantity	Description	Unit Cost	Ext. Cost	
10	Hour 24x7 Technical Support	\$150.00	\$1,500.00	
50	Business Hour Technical Support for First Year	\$75.00	\$3,750.00	
TOTAL ADDITIONAL SERVICES			\$5,250.00	
CONVERSION				

Quantity	Description	Unit Cost	Ext. Cost
160	Data Conversion for Correctional Records from old systems. Billable on a per hour basis. To be quoted once the following has been supplied: -Sampling of Data from old system -Field Definitions -Volume of Records -Must be ASCII Delimited Text Format	\$135.00	\$21,600.00
	All data conversion is directly billed by time. DSI/CDI is not responsible for any cost overruns. All time spent gathering the information from the customer/dealer is directly billable.		
TOTAL CONVERSION FEES			\$21,600.00
INSTALLATION			
Quantity	Description	Unit Cost	Ext. Cost
5	Day Installation of Software Products - you actually get 6 days because one day is free and covered under a grant.	\$350.00	\$1,750.00
14	Day Training on Software Products - You actually get seventeen (17) days of training because 3 days are covered under a grant.	\$350.00	\$4,900.00
5	Day On-Site When Going Live Training	\$350.00	\$1,750.00
480	Hours of Project Management Services: Number of Hours Based Upon Project Size at \$135.00 per hour.	\$135.00	\$64,800.00
TOTAL INSTALLATION FEES			\$73,200.00
TOTAL INVESTMENT SUMMARY			
	SOFTWARE APPLICATION FEES		\$140,625.00
	DATABASE FEES		\$36,000.00
	ADDITIONAL SOFTWARE FEES		\$32,220.00
	INTERFACE FEES		\$45,000.00
	ADDITIONAL SERVICES		\$5,250.00

				0
		CONVERSION FEES		\$21,600.00
		INSTALLATION FEES		\$73,200.00
		<i>Traveling and Living Expenses will Bill as Incurred</i>		
GRAND TOTAL				\$353,895.00
ESTIMATED TRAVELING AND LIVING EXPENSES				
30		Hotel - \$120.00 per day for one individual	\$120.00	\$3,600.00
30		Food - \$45.00 per day for one individual	\$45.00	\$1,350.00
30		Car - \$65.00 per day	\$65.00	\$1,950.00
TOTAL ESTIMATED TRAVELING AND LIVING EXPENSES				\$6,900.00

Exhibit "B" (Continued)

Assets Provided - District Attorney System

SOFTWARE APPLICATION				
Quantity	Description	Unit Cost	Ext. Cost	
1	DSI District Attorney System (40 User Upgrade from DOS System)	\$1,035.00	\$1,035.00	
TOTAL SOFTWARE APPLICATION FEE				\$1,035.00
DATABASE				
Quantity	Description	Unit Cost	Ext. Cost	
	Oracle Database License	\$0.00	\$0.00	
	Oracle Pricing for District Attorney, Adult Probation and Jail are all Included on the Jail Pricing.			
TOTAL DATABASE FEES				\$0.00
ADDITIONAL SOFTWARE				

Quantity	Description	Unit Cost	Ext. Cost
1	Seagate Crystal Reports Professional (5 User license)	\$1,995.00	\$1,995.00
1	PCAnywhere Version 10.5	\$225.00	\$225.00
TOTAL ADDITIONAL SOFTWARE			\$2,220.00
ADDITIONAL SERVICES			
Quantity	Description	Unit Cost	Ext. Cost
80	Business Hours of Technical Support (Excluding Holidays)	\$75.00	\$6,000.00
TOTAL ADDITIONAL SERVICES			\$6,000.00
CONVERSION			
Quantity	Description	Unit Cost	Ext. Cost
168	Hours of Data Conversion old system. Billable on a per hour basis. Two days of data conversion is included. This estimate assumes that twenty-three days total conversion time will be required. Data must be provided in comma delimited ASCII text format by the county. DSI will require assistance from the county to do the mapping.	\$75.00	\$12,600.00
TOTAL CONVERSION FEES			\$12,600.00
INSTALLATION			
Quantity	Description	Unit Cost	Ext. Cost
4	Days Installation of Software Products. Two days are free. You are receiving six days of installation but are only paying for four.	\$350.00	\$1,400.00
10	Days Training on Software Products. You will receive two free days of training. You are receiving twelve total training days but are only paying for ten (10) training days.	\$350.00	\$3,500.00

TOTAL INSTALLATION FEES			\$4,900.00
ESTIMATED TRAVELING AND LIVING EXPENSES			
16	Food - \$45.00 per day for one individual No Charge	\$45.00	\$720.00
16	Hotel - \$120.00 per day for one individual No Charge	\$75.00	\$1,200.00
TOTAL ESTIMATED TRAVELING AND LIVING EXPENSES			\$1,920.00
TOTAL INVESTMENT SUMMARY			
	SOFTWARE APPLICATION FEES		\$1,035.00
	DATABASE FEES		\$0.00
	ADDITIONAL SOFTWARE FEES		\$2,220.00
	ADDITIONAL SERVICES		\$6,000.00
	CONVERSION FEES		\$12,600.00
	INSTALLATION FEES		\$4,900.00
	ESTIMATED TRAVELING AND LIVING EXPENSES		\$1,920.00
	<i>Traveling and Living Expenses will Bill as Incurred</i>		
GRAND TOTAL			\$28,675.00

Exhibit "C"

Dauphin County District Attorney's Office Systems Equipment and Services

Services

ITI will provide project management services to successfully implement all hardware, software and network infrastructure systems as defined in Exhibit "B" (Assets Provided – District Attorney System) of this Agreement. ITI will develop a delivery based project scope of work, defining the framework of the project, roles/responsibilities, milestones, communications structure and transition planning to deliver the post production support structure.

To insure the success of the project, ITI provides the following project assumptions:

Functional (Business) Assumptions

1. Data is entered in real time by properly trained staff. Offender cases are entered into the system as soon as they are generally available to the district attorney office.
2. Access to the system in all work areas of the office by data entry equipment such as workstations.
3. Delete rights will be limited to a small number of senior administrators.
4. Identified users for training are available for scheduled training
5. Software reporting requirements are pre-determined and limited to business critical reports during the implementation phase of the project.

Environmental Assumptions

1. Proper server storage location is available.
2. Proper power requirements are available for all servers, workstations, power protection systems and network hardware.
3. Proper environmental air, heat and ventilation for network hardware and server hardware is available in the server and network storage location.
4. ITI is not responsible for replacement, alteration or installation of the conduit infrastructure within the Facility.
5. ITI is not responsible for network wiring or the network infrastructure within the Facility.
6. Environmental / facility maintenance staff (and an alternate) is identified and available to the designed ITI project manager.

Technical Assumptions

1. All existing standards for hardware, OS or network infrastructure systems is provided to the ITI project management for review.
2. Adequate IP addresses are available for support servers, database servers, NAS, APC and network switch gear.
3. A Technical single point of contact (and alternate) are identified and available to the ITI project team during the entire phase of the project through production release of the ITI system.

Exhibit "D"

Dauphin County Adult Probation Office Systems Equipment and Services

Services

ITI will provide project management services to successfully implement all hardware, software and network infrastructure systems as defined in Exhibit "B" (Assets Provided – Adult Probation) of this Agreement. ITI will develop a delivery based project scope of work, defining the framework of the project, roles/responsibilities, milestones, communications structure and transition planning to deliver the post production support structure.

To insure the success of the project, ITI provides the following project assumptions:

Functional (Business) Assumptions

1. Data is entered in real time by properly trained staff. Offender cases are entered into the system as soon as they are generally available to the probation office.
2. Access to the system in all work areas of the office by data entry equipment such as workstations.
3. Delete rights will be limited to a small number of senior administrators.
4. Identified users for training are available for scheduled training
5. Software reporting requirements are pre-determined and limited to business critical reports during the implementation phase of the project.

Environmental Assumptions

1. Proper server storage location is available.
2. Proper power requirements are available for all servers, workstations, power protection systems and network hardware.
3. Proper environmental air, heat and ventilation for network hardware and server hardware is available in the server and network storage location.
4. ITI is not responsible for replacement, alteration or installation of the conduit infrastructure within the Facility.
5. ITI is not responsible for network wiring or the network infrastructure within the Facility.
6. Environmental / facility maintenance staff (and an alternate) is identified and available to the designed ITI project manager.

Technical Assumptions

1. All existing standards for hardware, OS or network infrastructure systems is provided to the ITI project management for review.
2. Adequate IP addresses are available for support servers, database servers, NAS, APC and network switch gear.
3. A Technical single point of contact (and alternate) are identified and available to the ITI project team during the entire phase of the project through production release of the ITI system.

Exhibit "E"

070605-01SPW Purchase Order No. Date Received 7/11/2005 12:00:00AM
Brooktrout Power supply 2
070605-05SPW Purchase Order No. Date Received 7/22/2005 12:00:00AM
7010 Inmate phone 90
070605-06SPW Purchase Order No. Date Received 7/12/2005 12:00:00AM
UPS 2200VA RM 2U 1
070605-08SPW Purchase Order No. Date Received 7/18/2005 12:00:00AM
PowerEdge 1850 - 3.2GHz/1MB Cache,Xeon 800MHz FSB 1
070605-09SPW Purchase Order No. Date Received 7/18/2005 12:00:00AM
PowerVault 745N, 3.2GHz Pentium 4, Hardware RAID 1
070605-10SPW Purchase Order No. Date Received 7/18/2005 12:00:00AM
PowerVault 745N, 3.2GHz Pentium 4, Hardware RAID 1
070805-04SPW Purchase Order No. Date Received 7/18/2005 12:00:00AM
APC 15in Rackmount Keyboard 1
APC 8P Analog KVM 1
APC 8P Analog KVM Cable USB 8
070805-06SPW Purchase Order No. Date Received 7/18/2005 12:00:00AM
PERC4-DC,U320,PE1850,ENG Customer Install 1
PowerVault 220S,3U,14 HDD, SCSI Storage Enclosure 1
071105-04SPW Purchase Order No. Date Received 7/21/2005 12:00:00AM
Firewirecable10M 1
Rainbow H6X8 8-48mm Lens 1
071205-02SPW Purchase Order No. Date Received 7/22/2005 12:00:00AM
Brooktrout VRS 32 PCI W/OBR 6
071205-03SPW Purchase Order No. Date Received 7/18/2005 12:00:00AM
UPS rackmount 1500 va 1
071205-04SPW Purchase Order No. Date Received 7/18/2005 12:00:00AM
H.100 XDS 128-Port Conference Board 2
071405-11SPW Purchase Order No. Date Received 7/21/2005 12:00:00AM
Bogen Pan Tilt Head Unit 1
072505-03SPW Purchase Order No. Date Received 7/28/2005 12:00:00AM
SuperComm 4400 1
Powered by Track-It!®

Exhibit "F"

Software Application Conditions

Implementation dates for the following applications are:

- District Attorney: 12/2005
- Adult Probation: 6/2006
- Prison/Jail Management: 12/2006
- These dates have been established to provide adequate testing time and are contingent upon the AOPC CPCMS (Common Pleas Case Management System) being implemented in Dauphin County in October 2005.
- Upon execution of the vending agreement, Dauphin County and DSI must meet to develop a detailed project implementation plan detailing the following:
 - Explanation of DSI software including system demo. Establishment of written client expectations to be used as system validation tool with DSI, IT, and user department.
 - Data conversion and verification procedures with measured timelines.
 - User training procedures and timelines.
 - System implementation procedures and timelines.
 - Delivery of system user documentation and data dictionary.
 - Post-implementation review with County and DSI sign-off to move product into normal annual support procedures.

Exhibit "G"

Corrections Collect Call Rates

ITI will maintain the current call rates presently being charged by VERIZON and will not increase said rates without written approval by the Dauphin County Prison Board Inspectors. Rates as of June 2005 are as follows:

State of Pennsylvania	
County of Dauphin	
Call Type	Rates
LOCAL	Surcharge \$1.75 (Includes first 3 minutes of usage)
	Payphone Fee \$0.25
	Usage - \$0.05 (Each Additional 3 Minutes)
IntraLATA Toll	Surcharge \$ 1.75
	Payphone Fee \$0.25
	Usage - \$0.20 (All Minutes)
InterLATA	Surcharge \$1.50
	Usage - \$0.59 (All Minutes)
InterState	Surcharge \$3.95
	Usage - \$0.89 (All Minutes)

Debit calling surcharges will be discounted as follows:

- Local Surcharge will be discounted to \$1.50
- IntraLATA Surcharge will be discounted to \$1.50
- InterLATA Surcharge will be discounted to \$1.25
- InterState Surcharge will be discounted to \$3.45

Exhibit "H"

Dauphin County Prison Systems Equipment and Services

Services

ITI will provide project management services to successfully implement all hardware, software and network infrastructure systems as defined in Exhibit "B" (Assets Provided – Offender Management System) of this Agreement. ITI will develop a delivery based project scope of work, defining the framework of the project, roles/responsibilities, milestones, communications structure and transition planning to deliver the post production support structure.

To insure the success of the project, ITI provides the following project assumptions:

Functional (Business) Assumptions

1. Data is entered in real time by properly trained line staff. Offenders are entered into the system as soon as they enter the facility and are tracked throughout their period of incarceration.
2. Access to the system in all work areas of the facility by either active or passive data entry equipment such as workstations or barcode readers.
3. Each inmate in the system will have only one current commitment record at a time.
4. Delete rights will be limited to a small number of senior administrators.
5. Identified users for training are available for scheduled training
6. ITI software reporting requirements are pre-determined and limited to business critical reports during the implementation phase of the project.
7. If the Booking phone is implemented, free calls are limited to one (1) call per inmate. Time Restrictions may be imposed for free calls, so that free calls are limited to a different duration than other inmate phones throughout the Facility.

Environmental Assumptions

1. Proper server storage location is available to support one full cabinet.
2. Proper power requirements are available for all servers, workstations, power protection systems and network hardware.

3. Proper environmental air, heat and ventilation for network hardware and server hardware is available in the server and network storage location.
4. ITI is not responsible for replacement, alteration or installation of the conduit infrastructure within the Facility.
5. ITI is not responsible for network wiring or the network infrastructure within the Facility.
6. Environmental / facility maintenance staff (and an alternate) is identified and available to the designed ITI project manager.

Technical Assumptions

1. The network cable plant infrastructure is installed and available to all ITI server(s), workstations and router locations. ITI will conduct a pre-installation walkthrough to assist in the finalization of the network cable plant requirements.
2. Existing network infrastructure consists of no more than 3 segments total between the server, network hardware and workstations.
3. A direct path to the POD (demarcation point) is provided from the ITI telecommunication source and the POD.
4. It is understood that the planned standard phone cord length is 18".
5. If security plate & back plates exist, ITI will not install new security or back plates.
6. Retention time for recorded calls is 5 years.
7. All existing standards for hardware, OS or network infrastructure systems is provided to the ITI project management for review. Any changes to the existing ITI hardware infrastructure will be communicated to the ITI project manager prior to altering/changing the ITI production hardware platform or ITI production hardware environment.
8. No additional software is installed on the ITI application server environment.
9. Adequate IP addresses are available for support servers, database servers, NAS, APC and network switch gear.
10. A Technical single point of contact (and alternate) are identified, and available to the ITI project team during the entire phase of the project through production release of the ITI system.

Exhibit "I"

ITI's Call Recording Agreement

In consideration of the mutual promises and obligations contained herein, and in view of other and good consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. ITI shall provide call recording services for designated calls made through the ITI NCOT system at no additional cost to County.
2. The County agrees it shall be responsible for designating, and shall designate, through the Inmate Telephone Management System which calls are to be recorded ("designated" calls) and which calls are privileged and not to be recorded.
3. ITI agrees at no additional cost to County to record all designated calls to a network attached storage device (NAS) or a direct attached storage device (DAS) coupled to ITI's NCOT system or to County's network or to a Storage Area Network (SAN), located in ITI's Data Center. ITI agrees to provide storage for designated calls for a maximum period of five (5) years.
4. ITI will use industry standard methods to store designated calls on one of the storage devices referenced above, using RAID5 technology, Hot Swap drives and Hot Spare drives or other available technology; however, the County shall be solely responsible for backing up the designated calls stored to the NAS or DAS by ITI as part of the County's disaster recovery plan. In the event that County elects to back up stored calls, it will do so to devices owned and operated by, or under the control of, County. In the event of a complete system failure which results in the loss of any or all calls stored on the NAS or DAS, ITI and County will rely solely on the County's backup data for recovery of the recorded calls.
5. ITI offers no warranty as to the accuracy or reliability of its call recordings or the accuracy or reliability of the NAS, DAS or SAN on which the call recordings are stored. In the event of a failure of that system for any reason, including but not limited to a failure by ITI, its employees or subcontractors to record and/or store designated calls, County agrees that ITI shall not be liable for any claims of any nature as a result of calls that are lost or damaged for any reason.
6. County agrees to indemnify and hold ITI harmless from all claims of any nature related to: calls that are lost or damaged for any reason; the County's failure to backup up the designated calls stored on the NAS, DAS and/or SAN; and the County's use or alleged misuse of any designated calls that may have been recorded.
7. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ITI SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, CALL RECORDINGS, OR CALL DETAIL INFORMATION, OR PROFITS, OR FOR ANY OTHER LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OR INABILITY TO USE THE RECORDING HARDWARE OR SOFTWARE, OR FOR

CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. To the extent that any terms of the Vending Agreement are inconsistent with the terms of this Addendum, the Addendum shall control. In all other respects the terms of the Vending Agreement shall continue in full force and effect.

Exhibit "J"

District Attorney's Data Conversion Agreement

WHEREAS, The County's District Attorney's Office currently maintains an electronic database of offender information including but not limited to, for example, identification information, conviction information, charge information, privileges, restrictions, and/or release information;

WHEREAS, In connection with a certain Vending Agreement between ITI and the County, ITI has agreed to provide County's District Attorney's Office, through ITI or its subcontractors, with a certain proprietary software application for use within the operations of the County's District Attorney's Office;

Now, Therefore, in consideration of the mutual promises and obligations contained herein, and in view of other good consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

In connection with the installation of certain software applications in the County's District Attorney's Office, ITI, and/or its subcontractors shall provide data conversion services to convert, to the extent possible, the District Attorney's Office's current offender information, and the County shall assist ITI, and/or its subcontractors in obtaining details regarding the format in which such offender information has been stored electronically. The County agrees to assign someone from the County or the District Attorneys office that is familiar with the existing database and the data format of the offender information so that the assigned person can provide assistance in data mapping and the exportation of the offender data. All data must be exported in an ASCII Coma Delimited format, or other format acceptable to ITI and/or its subcontractors.

The County shall arrange for ITI and/or its subcontractors to have access to the then-current offender information that is to be converted, and ITI and/or its subcontractors will convert the offender information, to the extent reasonably and commercially feasible, for use with the software application that ITI and/or its subcontractors installs in the County's District Attorney's Office.

County shall be solely responsible for backing up the electronic data prior to ITI's conversion. County shall also be solely responsible for tracking any updates that may be made to the offender information after the time that the then-current offender information is provided to ITI and/or its subcontractors for conversion.

County will cause the District Attorney's Office to reasonably cooperate with ITI and/or its subcontractors so that ITI and/or its subcontractors may test, convert, and install the offender information. ITI and/or its subcontractors shall thoroughly test the converted data for accuracy before installation.

The County agrees that it shall be obligated to thoroughly test the converted data for accuracy and to bring any conversion errors promptly to the attention of ITI and/or its subcontractors.

Upon ITI's installation of the converted and tested data, the County will have twenty (20) business days to test the installed data for accuracy of data conversion. County shall itemize any conversion errors on or before the end of the twenty (20) business day test period, or County shall be deemed to have accepted the data conversion. ITI shall have ten (10) days to correct any conversion errors. The exact format of the acceptance form shall be mutually agreed upon by the parties.

Because ITI and/or its subcontractors did not collect the offender information to be converted, ITI and/or its subcontractors offers no warranty as to the accuracy or reliability of the electronic data to be converted. After the County's acceptance of the converted data, ITI and/or its subcontractors offers no warranty as to the accuracy or reliability of the electronic data to be maintained.

It shall be the responsibility of the County and/or the District Attorney's Office to backup all electronic data as part of a disaster recovery plan. In the event of a complete system failure which results in the loss of any or all data, ITI and/or its subcontractors and County will rely solely on the County's backup data for recovery of the offender information stored in the electronic database. In the event of a failure of that system for any reason, including but not limited to a failure by ITI and/or its subcontractors, its employees or subcontractors to accurately input offender information and/or maintain reasonable backup procedures, County agrees that ITI and/or its subcontractors shall not be liable for any claims of any nature as a result of offender information which is lost or damaged for any reason.

The County agrees to indemnify and hold ITI and/or its subcontractors harmless from all claims of any nature arising from or related to: any negligent acts or omissions by the County and/or the District Attorney's Office; any offender information that was inaccurately input by the County and/or the District Attorney's Office, and/or their respective employees and subcontractors; the County's failure to backup up the offender information; the County's failure to identify any conversion errors; the use of any call logs by the District Attorney's Office, including the use of any recordings of any offender conversations; and the County and/or the District Attorney's use or alleged misuse of any offender information.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ITI AND OR ITS SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, CONVERSION OF DATA, OR USE OF OFFENDER INFORMATION, OR PROFITS, OR FOR ANY OTHER LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OR INABILITY TO USE THE OFFENDER INFORMATION AND/OR THE STORAGE DEVICES UPON WHICH SUCH INFORMATION IS STORED, OR FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Each party to this Agreement warrants and represents that the party has the unrestricted right and requisite authority to execute, deliver and perform under this Agreement and to authorize the conversion of offender data and the installation of the converted data. Each party further warrants and represents that the execution of this Agreement has been duly authorized and that the signatory below has the legal authority to enter a binding contract on behalf of the party, and that all actions, resolutions and/or express authorizations required to be obtained prior to entering this Agreement have been taken, passed and/or obtained.

The terms of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania, and the Parties irrevocably consent to the personal jurisdiction of the federal and state courts presiding in Pennsylvania.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

To the extent that any terms of this Data Conversion Agreement are inconsistent with any terms of the Vending Agreement relating to the data conversion services, this Data Conversion Agreement shall control. In all other respects the terms of the Vending Agreement shall continue in full force and effect.

Exhibit "K"

Adult Probation Office Data Conversion Agreement

WHEREAS, The County's Adult Probation Office currently maintains an electronic database of offender information including but not limited to, for example, identification information, conviction information, charge information, privileges, restrictions, and/or release information;

WHEREAS, In connection with a certain Vending Agreement between ITI and the County, ITI has agreed to provide County's Adult Probation Office, through ITI or its subcontractors, with a certain proprietary software application for use within the operations of the County's Adult Probation Office;

Now, Therefore, in consideration of the mutual promises and obligations contained herein, and in view of other good consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

In connection with the installation of certain software applications in the County's Adult Probation Office, ITI, and/or its subcontractors shall provide data conversion services to convert, to the extent possible, the Adult Probation Office's current offender information, and the County shall assist ITI, and/or its subcontractors in obtaining details regarding the format in which such offender information has been stored electronically. The County agrees to assign someone from the County or the District Attorneys office that is familiar with the existing database and the data format of the offender information so that the assigned person can provide assistance in data mapping and the exportation of the offender data. All data must be exported in an ASCII Coma Delimited format, or other format acceptable to ITI and/or its subcontractors.

The County shall arrange for ITI and/or its subcontractors to have access to the then-current offender information that is to be converted, and ITI and/or its subcontractors will convert the offender information, to the extent reasonably and commercially feasible, for use with the software application that ITI and/or its subcontractors installs in the County's Adult Probation Office.

County shall be solely responsible for backing up the electronic data prior to ITI's conversion. County shall also be solely responsible for tracking any updates that may be made to the offender information after the time that the then-current offender information is provided to ITI and/or its subcontractors for conversion.

County will cause the Adult Probation Office to reasonably cooperate with ITI and/or its subcontractors so that ITI and/or its subcontractors may test, convert, and install the offender information. ITI and/or its subcontractors shall thoroughly test the converted data for accuracy before installation.

The County agrees that it shall be obligated to thoroughly test the converted data for accuracy and to bring any conversion errors promptly to the attention of ITI and/or its subcontractors.

Upon ITI's installation of the converted and tested data, the County will have twenty (20) business days to test the installed data for accuracy of data conversion. County shall itemize any conversion errors on or before the end of the twenty (20) business day test period, or County shall be deemed to have accepted the data conversion. ITI shall have ten (10) days to correct any conversion errors. The exact format of the acceptance form shall be mutually agreed upon by the parties.

Because ITI and/or its subcontractors did not collect the offender information to be converted, ITI and/or its subcontractors offers no warranty as to the accuracy or reliability of the electronic data to be converted. After the County's acceptance of the converted data, ITI and/or its subcontractors offers no warranty as to the accuracy or reliability of the electronic data to be maintained.

It shall be the responsibility of the County and/or the Adult Probation Office to backup all electronic data as part of a disaster recovery plan. In the event of a complete system failure which results in the loss of any or all data, ITI and/or its subcontractors and County will rely solely on the County's backup data for recovery of the offender information stored in the electronic database. In the event of a failure of that system for any reason, including but not limited to a failure by ITI and/or its subcontractors, its employees or subcontractors to accurately input offender information and/or maintain reasonable backup procedures, County agrees that ITI and/or its subcontractors shall not be liable for any claims of any nature as a result of offender information which is lost or damaged for any reason.

The County agrees to indemnify and hold ITI and/or its subcontractors harmless from all claims of any nature arising from or related to: any negligent acts or omissions by the County and/or the Adult Probation Office; any offender information that was inaccurately input by the County and/or the Adult Probation Office, and/or their respective employees and subcontractors; the County's failure to backup up the offender information; the County's failure to identify any conversion errors; the use of any call logs by the Adult Probation Office, including the use of any recordings of any offender conversations; and the County and/or the District Attorney's use or alleged misuse of any offender information.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ITI AND OR ITS SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, CONVERSION OF DATA, OR USE OF OFFENDER INFORMATION, OR PROFITS, OR FOR ANY OTHER LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OR INABILITY TO USE THE OFFENDER INFORMATION AND/OR THE STORAGE DEVICES UPON WHICH SUCH INFORMATION IS STORED, OR FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Each party to this Agreement warrants and represents that the party has the unrestricted right and requisite authority to execute, deliver and perform under this Agreement and to authorize the conversion of offender data and the installation of the converted data. Each party further warrants and represents that the execution of this Agreement has been duly authorized and that the signatory below has the legal authority to enter a binding contract on behalf of the party, and that all actions, resolutions and/or express authorizations required to be obtained prior to entering this Agreement have been taken, passed and/or obtained.

The terms of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania, and the Parties irrevocably consent to the personal jurisdiction of the federal and state courts presiding in Pennsylvania.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

To the extent that any terms of this Data Conversion Agreement are inconsistent with any terms of the Vending Agreement relating to the data conversion services, this Data Conversion Agreement shall control. In all other respects the terms of the Vending Agreement shall continue in full force and effect.

Exhibit "L"

Dauphin County Prison Data Conversion Agreement

WHEREAS, The County's Prison Facility currently maintains an electronic database of offender information including but not limited to, for example, identification information, conviction information, charge information, privileges, restrictions, and/or release information;

WHEREAS, In connection with a certain Vending Agreement between ITI and the County, ITI has agreed to provide County's Prison Facility, through ITI or its subcontractors, with a certain proprietary software application for use within the operations of the County's Prison Facility;

Now, Therefore, in consideration of the mutual promises and obligations contained herein, and in view of other good consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

In connection with the installation of certain software applications in the County's Prison Facility, ITI, and/or its subcontractors shall provide data conversion services to convert, to the extent possible, the Prison Facility's current offender information, and the County shall assist ITI, and/or its subcontractors in obtaining details regarding the format in which such offender information has been stored electronically. The County agrees to assign someone from the County or the District Attorneys office that is familiar with the existing database and the data format of the offender information so that the assigned person can provide assistance in data mapping and the exportation of the offender data. All data must be exported in an ASCII Comma Delimited format, or other format acceptable to ITI and/or its subcontractors.

The County shall arrange for ITI and/or its subcontractors to have access to the then-current offender information that is to be converted, and ITI and/or its subcontractors will convert the offender information, to the extent reasonably and commercially feasible, for use with the software application that ITI and/or its subcontractors installs in the County's Prison Facility.

County shall be solely responsible for backing up the electronic data prior to ITI's conversion. County shall also be solely responsible for tracking any updates that may be made to the offender information after the time that the then-current offender information is provided to ITI and/or its subcontractors for conversion.

County will cause the Prison Facility to reasonably cooperate with ITI and/or its subcontractors so that ITI and/or its subcontractors may test, convert, and install the offender information. ITI and/or its subcontractors shall thoroughly test the converted data for accuracy before installation.

The County agrees that it shall be obligated to thoroughly test the converted data for accuracy and to bring any conversion errors promptly to the attention of ITI and/or its subcontractors.

Upon ITI's installation of the converted and tested data, the County will have twenty (20) business days to test the installed data for accuracy of data conversion. County shall itemize any conversion errors on or before the end of the twenty (20) business day test period, or County shall be deemed to have accepted the data conversion. ITI shall have ten (10) days to correct any conversion errors. The exact format of the acceptance form shall be mutually agreed upon by the parties.

Because ITI and/or its subcontractors did not collect the offender information to be converted, ITI and/or its subcontractors offers no warranty as to the accuracy or reliability of the electronic data to be converted. After the County's acceptance of the converted data, ITI and/or its subcontractors offers no warranty as to the accuracy or reliability of the electronic data to be maintained.

It shall be the responsibility of the County and/or the Prison Facility to backup all electronic data as part of a disaster recovery plan. In the event of a complete system failure which results in the loss of any or all data, ITI and/or its subcontractors and County will rely solely on the County's backup data for recovery of the offender information stored in the electronic database. In the event of a failure of that system for any reason, including but not limited to a failure by ITI and/or its subcontractors, its employees or subcontractors to accurately input offender information and/or maintain reasonable backup procedures, County agrees that ITI and/or its subcontractors shall not be liable for any claims of any nature as a result of offender information which is lost or damaged for any reason.

The County agrees to indemnify and hold ITI and/or its subcontractors harmless from all claims of any nature arising from or related to: any negligent acts or omissions by the County and/or the Prison Facility; any offender information that was inaccurately input by the County and/or the Prison Facility, and/or their respective employees and subcontractors; the County's failure to backup up the offender information; the County's failure to identify any conversion errors; the use of any call logs by the Prison Facility, including the use of any recordings of any offender conversations; and the County and/or the District Attorney's use or alleged misuse of any offender information.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ITI AND OR ITS SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, CONVERSION OF DATA, OR USE OF OFFENDER INFORMATION, OR PROFITS, OR FOR ANY OTHER LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OR INABILITY TO USE THE OFFENDER INFORMATION AND/OR THE STORAGE DEVICES UPON WHICH SUCH INFORMATION IS STORED, OR FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Each party to this Agreement warrants and represents that the party has the unrestricted right and requisite authority to execute, deliver and perform under this Agreement and to authorize the conversion of offender data and the installation of the converted data. Each party further warrants and represents that the execution of this Agreement has been duly authorized and that the signatory below has the legal authority to enter a binding contract on behalf of the party, and that all actions, resolutions and/or express authorizations required to be obtained prior to entering this Agreement have been taken, passed and/or obtained.

The terms of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania, and the Parties irrevocably consent to the personal jurisdiction of the federal and state courts presiding in Pennsylvania.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

To the extent that any terms of this Data Conversion Agreement are inconsistent with any terms of the Vending Agreement relating to the data conversion services, this Data Conversion

Agreement shall control. In all other respects the terms of the Vending Agreement shall continue in full force and effect.