

**SECOND AMENDMENT  
TO  
MASTER SERVICES AGREEMENT**

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by either party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Eau Claire County Sheriff's Office ("you" or "Customer") dated January 3, 2012, as subsequently amended (collectively, the "Agreement").

**WHEREAS** Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

**NOW, THEREFORE**, as of the Second Amendment Effective Date and In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term.** This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be extended by an additional 60 months, with a modified end date that is 60 months from the Second Amendment Effective Date. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
2. **Technology Grant.** On or about the first day of the month following the Second Amendment Effective Date, we will provide you with a fund in the amount of \$60,000 from which you may draw to pay for technology services or equipment purchased by you from third-party vendors. The fund will be furnished and may be used for purchases made during the Term. Any amount remaining in the fund at the expiration of the Term or earlier termination of this Agreement are forfeited and will no longer be available. All Technology Grant payments will be final and binding upon you unless we receive written objection within 60 days after the payment has been made to the fund.
3. **Removal of Rate Rebalance.** As of the first day of the month following the Second Amendment Effective Date, the parties' June 14, 2016 Customer Notice will no longer be applicable.
4. **Minimum Annual Guarantee.** Provider will pay Customer certain compensation for certain products as is stated in the Agreement and this Second Amendment. Such compensation will be paid monthly, but, for the first twelve month period after the Second Amendment Effective Date, Provider will guarantee Customer a minimum annual guarantee of \$85,000. After the first 12 months and each year thereafter during the Term, the minimum annual guarantee will be 80% of the previous 12 months' actual commissions earned. If (1) the ADP levels decline by more than 10% and/or (2) the Wisconsin Public Service Commission or the Federal Communications Commission issues regulations that mandate lower calling rates, the parties agree to negotiate in good faith to reduce the commissions, the monthly compensation, and the minimum annual guarantee.
5. **Commission Projection (Non-Binding Estimate).** Provider estimates that Customer will make approximately \$101,677 per year from commissions that are provided as a result of the products deployed pursuant to the Agreement and this Second Amendment. This is a non-binding estimate that is subject to various market factors and is not a guarantee. Customer hereby disclaims any and all reliance on this representation.
6. **Additional Applications.** As of the Second Amendment Effective Date, the following Applications are added to the Agreement:

**ADVANCECONNECT SINGLE CALL™**

**DESCRIPTION**

Securus' AdvanceConnect™ payment product allows family members and friends to pre-pay for calls originating from inmates in correctional facilities. AdvanceConnect™ gives consumers the choice to pre-pay for multiple calls or for a single call just before connection using the AdvanceConnect Single Call™ feature. AdvanceConnect Single Call™ allows friends and family to fund the minimum to complete the current inbound call and replaces Provider's Instant Pay™ program.

## COMPENSATION

AdvanceConnect Single Call™ transactions are rated at the FCC-regulated fee (currently \$3 for automated transactions) plus the applicable per-minute rate and any applicable federal, state, and local taxes.

AdvanceConnect Single Call™ is commissioned like an AdvanceConnect™ call that does not use this feature.

## INVESTIGATOR PRO™

### DESCRIPTION:

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice print enrollment process. This inmate voice print enrollment process will be the responsibility of Customer.

### COMPENSATION:

The cost of Investigator Pro™ was considered and included in offering the Commission percentage and other terms contained herein.

## OUTBOUND VOICEMAIL

### DESCRIPTION:

Outbound Voicemail allows friends and family (F&F) to retrieve voicemails left by inmates. If an inmate attempts to call F&F but the call goes unanswered, the inmate is given the option to leave a voicemail. If the Inmate leaves a voicemail, a text message containing a link will be sent to the dialed number. Once the F&F clicks the link, they will be sent to a web form to pay and listen to the voicemail.

### COMPENSATION:

Outbound Voicemail is priced at the applicable AdvanceConnect calling rates, based on the actual duration of the call, plus any applicable taxes and a \$3.00 transaction fee.

Outbound Voicemail will be commissioned in the same manner as a comparable AdvanceConnect call, and the commission will be based on your current contracted commission rate for a typical AdvanceConnect call. Once Outbound Voicemail is deployed, facilities will be commissioned on the usage portion on purchased voicemails only.

## TABLETS

### DESCRIPTION:

Provider will initially deploy 72 free basic community tablets to Facility and 4 charging stations. In addition to the free basic community tablets, Provider will offer personal rental tablets with premium content. Earbuds are available for purchase at \$5.66 per set, which may be invoiced or deducted from commissions. In addition to the Purchase Price, Customer shall pay all taxes and any third-party expenses associated with the earbud purchase, including but not limited to any shipping and handling. Each earbud order must (1) be for at least 25 units; and (2) be made in 25 unit increments. Provider may, at its option, decline to fulfill any order that does not conform to these requirements. Customer will not allow the resale of the earbuds for more than \$5.66 per set unless approved by Provider.

Premium content may include, but is not limited to, songs, games, movies, and television episodes. Customer understands and acknowledges that premium content is subject to availability and may change at Provider's discretion. Premium content also may be subject to third-party licensing agreements with content providers.

For the 12-month period following the Effective Date, Provider will offer personal rental tablets at a promotional rate of \$5.00 per tablet per month plus applicable taxes and/or fees. Provider will offer premium content at the following prices:

- Songs – \$1.06 - \$1.99
- Games – \$0.99 - \$12.99
- Movies – \$1.99 - \$14.99

- Television Episodes - \$0.99 - \$9.99
- Videos Rental - \$0.49 - \$14.99
- Videos Purchase - \$1.99 - \$19.99

Provider will pay Customer 10% of the gross revenue earned through the rental of personal tablets and the purchase of premium content on the personal rental tablets. The subscription fee and premium content fees can be paid by using either Inmate Debit or a tablet user account. The parties reserve the right to renegotiate the \$5.00 promotional rental rate and/or commissions earned if, after the initial 12-month period, Provider's tablet-related costs exceed the gross revenue generated.

**TERMS & CONDITIONS:**

Customer represents and warrants that it will not provide the SecureView Tablet Solution to inmates whom Customer knows or reasonably suspects pose a threat to other inmates or Facility personnel, or who may use an Inmate Tablet in a dangerous or unauthorized manner.

Customer understands and acknowledges that premium content is rented and available only for the duration of an inmate's incarceration at the Facility and will not be made available upon the inmate's release.

Customer further understands and acknowledges that, in instances where inmate telephone calls originate from Tablets, Investigator Pro™ works only with Provider's certified earbuds. If Customer elects to sell alternative earbuds, Customer forgoes the effectiveness of Investigator Pro's™ voice identification technology on Tablet calls. Moreover, Customer will refrain from the sale or distribution of earbuds with a microphone other than Provider's certified earbuds.

PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECUREVIEW TABLET SOLUTION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SECUREVIEW TABLET SOLUTION.

IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER OR INMATE FROM RECEIPT OR USE OF THE SECUREVIEW TABLET SOLUTION OR THE UNAVAILABILITY THEREOF.

Each party hereby agrees to protect, indemnify, defend, and hold harmless the other party from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) to the extent caused by the indemnifying party.

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

8. ConnectUs Inmate Service Platform. Provider will install and provision the Provider's ConnectUs Inmate Service Platform, which will be configured with the applications set forth in the Schedule for ConnectUs Inmate Service Platform, attached hereto and incorporated herein by reference.

9. Private Number Designation. We will continue to provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.

10. Address Change. Provider's Notice and Payment addresses are hereby changed to the following:



Notice Address:	Payment Address:
4000 International Parkway Carrollton, Texas 75007	4000 International Parkway Carrollton, Texas 75007

Attention: General Counsel  
Phone: (972) 277-0335

Attention: Accounts Payable  
Phone: (972) 277-0335

11. Except as expressly amended by this Second Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Second Amendment Effective Date.

<b>CUSTOMER:</b> Eau Claire County Sheriff's Office  By:  Name: <u>Kathryn Schauf</u> Title: <u>Administrator</u> Date: <u>7/31/2019</u>	<b>PROVIDER:</b> Securus Technologies, Inc.  By:  Name: Robert E. Pickens Title: President and Chief Executive Officer Date: <u>8-5-19</u>
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**Please return signed contract to:**

4000 International Parkway  
Carrollton, Texas 75007  
Attention: Contracts Administrator  
Phone: (972) 277-0300

**Schedule: SECURUS VIDEO VISITATION  
EAU CLAIRE COUNTY (WI)  
A300573**

This Securus Video Visitation Schedule is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider" or "Securus") and Eau Claire County Sheriff's Office ("you" or "Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date").

In addition to the Applications otherwise being provided to Customer pursuant to the Agreement, Provider will deploy a Video Visitation System as specified in Attachment 1 at the Facility(s) during the Term of the Agreement.

**TERMS:**

Provider will charge Securus Video Visitation session charges that are in compliance with state and federal regulatory requirements plus applicable taxes/fees/surcharges, and Provider may impose time limitations on Video Visitation sessions at its discretion; provided, however, that Provider reserves the right, at its sole option, to (i) offer promotional pricing, (ii) offer monthly flat rate subscription services, which would allow for unlimited monthly remote visits (certain restrictions may apply), and (iii) to extend the duration of visitation sessions. Notwithstanding the foregoing, all charges described in the foregoing sentence will be determined with input from Customer. If Customer wishes to offer free sessions for any reason other than as allowed pursuant to the Agreement, a session charge equal to the then-current session rate, plus applicable taxes/fees/surcharges, will apply and will be invoiced to Customer. As used herein, "remote" Video Visitation sessions will mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions will mean sessions where the inmate's visitor is visiting from a terminal located on Customer's premises.

Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) unless otherwise prohibited by Customer's telephone service contract, add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants; and (c) issue a joint press release regarding the execution of this agreement by both parties. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at [www.securustech.net](http://www.securustech.net).

If applicable, all recorded Video Visitation sessions will have a standard retention of 120 days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within 120 days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after 120 days. Further, it is Customer's sole responsibility to (i) establish and communicate its policies regarding the monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide for appropriate accommodations to allow for non-recorded visits, as necessary.

**PAYMENT OPTIONS:**

The upfront and recurring operational costs for the deployment, management and support of the Video Visitation System are set forth in the Sales Order Form contained in Attachment 1 hereto (the "Total Costs"). Customer, at its option, may either elect to pay the Total Costs itself or have Provider pay the Total Costs by choosing one of the following options (place a check ("✓" or "X") next to option selected):

- Option 1:** Customer elects to pay all of the Total Costs set forth in Attachment 1 hereto. By choosing this option, the four additional requirements listed under Option 2 will not apply.
- Option 2:** Customer elects to have Provider pay the Total Costs set forth in Attachment 1. By choosing this option, Customer agrees to implement the following additional requirements (which are designed to (i) maximize the full utilization of the Video Visitation System at the Facility(s), (ii) assist Customer in maximizing the scheduling System Software, (iii) improve and automate manual visitation processes, (iv) increase officer safety, (v) maximize the options to the inmates and public to conduct visitation, and (vi) thus allow Provider to recover the total costs over time):

1. Customer will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
2. All on-site Video Visitation sessions will be required to be scheduled at least 24 hours in advance, where practicable.

Further, because Customer elects to have Provider fund the Total Cost identified on the attached Sales Order Form, if the Agreement is terminated for any reason other than Provider's default before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the attached Sales Order Form. Customer will pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.

Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population and a minimum of one remote paid visit per Inmate per month. Therefore, if the number of remote paid visits averages less than one per inmate per month, Provider reserves the right, no sooner than 12 months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services.

Provider will be responsible for Jail Management System (JMS) and Commissary integration fees as well as any electrical installation associated with the initial deployment of the Video Visitation System. Customer is responsible for all Jail Management System (JMS) and Commissary integration fees as well as any electrical installation costs that arise after the initial deployment of the Video Visitation System.

**COMPENSATION:** (Paid Remote Video Visitation Only)

Video visitation is not an FCC regulated telecom service; accordingly, in exchange for Customer allowing Provider to utilize Customer's property and wiring for placement of video visitation terminals, Provider agrees to pay Customer a percentage of the session charges paid to Provider, excluding applicable taxes/fees/surcharges, for Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Payment"). Provider reserves the right to deduct Video Visitation session credits from revenue upon which payments to Customer are calculated. Provider will remit the Video Visitation Payment for a calendar month to Customer on or before the 30<sup>th</sup> day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All Video Visitation Payments will be final and binding upon Customer unless Provider receives written objection within 60 days after the Payment Date.

Type of Video Visitation	Video Visitation Payment (Paid Remote Video Visitation Only)
Remote Paid	20%*

\* Provider will pay the Video Visitation Payment for those months in which the number of monthly remote paid visits is greater than 1.5 times the Facility(s) Average Daily Population for that month, excluding visits paid with a Video Visitation session credit. Video Visitation Payments are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays. It is Customer's responsibility to notify Provider in writing to effect the Video Visitation Payment. Notice must be signed by a person who has binding authority for Customer and a copy delivered to:

SECURUS TECHNOLOGIES, INC.  
PRESIDENT  
4000 INTERNATIONAL PARKWAY  
CARROLLTON, TEXAS 75007

**WARRANTY:** Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period.

Provider agrees to repair and maintain the Video Visitation System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance will be provided at

Provider's sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by Customer (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. Customer agrees to promptly notify Provider in writing after discovering any misuse of or destruction, damage, or vandalism to the equipment.

If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of 12 months from the date of installation of the Hardware Components. This warranty will be conditional on Customer's compliance with the provisions of this Warranty section.

Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

When applicable, Provider will provide the required replacement parts and components free of charge.

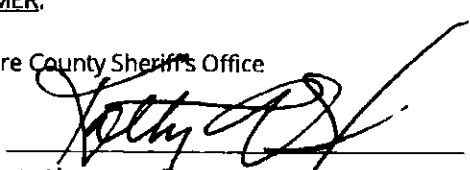

THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

OWNERSHIP AND USE. The Video Visitation System and Software will at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's Applications, the Video Visitation System, and Provider's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

LEGALITY/LIMITED LICENSE AGREEMENT: For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Customer may utilize settings to disable the monitoring and recording function to prevent monitoring and recording of private sessions (i.e., attorney client privileged communications, clergy visits, etc.) which will be Customer's sole responsibility to identify, approve and disable. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

IN WITNESS WHEREOF, the parties have caused this Video Visitation Schedule to be executed as of the Schedule Effective Date by their duly authorized representatives.

<p><u>CUSTOMER:</u></p> <p>Eau Claire County Sheriff's Office</p> <p>By: </p> <p>Name: <u>Kathryn Schauf</u></p>	<p><u>PROVIDER:</u></p> <p>Securus Technologies, Inc.</p> <p>By: </p> <p>Name: Robert E. Pickens</p>
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Title: Administrator

Title: President and Chief Executive Officer



**Schedule: ConnectUs Inmate Service Platform  
EAU CLAIRE COUNTY (WI)  
A300573**

This Schedule is between Securus Technologies, Inc. ("Provider"), and Eau Claire County Sheriff's Office ("Customer") and is part of and governed by the Master Services Agreement (the "Agreement") between the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date").

**CONNECTUS INMATE SERVICE PLATFORM**

**DESCRIPTION:**

**ConnectUs Inmate Service Platform.** ConnectUs is a secure, comprehensive inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications ("Applications"). ConnectUs allows inmates to use multiple Applications at the same time and automatically prioritizes scheduled communications events to take precedence over non-scheduled events.

**GENERAL TERMS AND CONDITIONS:**

**1. PROVISION OF SERVICE**

Provider will make the following Services available to Customer through its ConnectUs Inmate Service Platform (collectively, the "Service") at the Facility(s) during the Term of the Agreement, subject to the terms of the Agreement, this Schedule and each mutually acceptable written ordering document for the Service executed by both Customer and Provider (each, a "Sales Order Form"): (a) the services ordered by Customer as specified in the Sales Order Form attached hereto as Attachment 1 and incorporated herein by this reference; and (b) any additional services ordered pursuant to a mutually acceptable amendment to the Agreement executed by both Customer and Provider.

**2. GRANT OF RIGHTS; OWNERSHIP OF PROPERTY; USE AND RESTRICTIONS**

**2.1 Grant of Rights.** Subject to the terms of the Agreement and this Schedule: (a) Provider hereby grants Customer a non-exclusive, non-transferable right during the Term of the Agreement to access and use the Service solely for Customer's internal business purposes as contemplated herein, subject to the Service scope and pricing specified herein and the applicable Sales Order Form; and (b) Customer hereby grants Provider a non-exclusive, non-transferable right to use the electronic data specifically pertaining to Customer and/or its users that is submitted into the Service (collectively, "Customer Data") as necessary for the limited purpose of performing the Service.

**2.2 Ownership.** Provider and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "Provider Property"): (a) the Service and all other software, hardware, technology, documentation, and information provided by Provider in connection with the Service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Provider during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by Provider in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Customer's rights in connection with the Provider Property. Customer owns and retains all right, title, and interest in and to the Customer Data and all intellectual property rights therein. Except as otherwise expressly authorized herein or by Customer in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Provider's rights in connection with the Customer Data.

**2.3 Use and Restrictions.**

(a) Except as expressly permitted under the Agreement or this Schedule, Customer will not directly or indirectly do any of the following: (i) access, use, sell, distribute, sublicense, or commercially exploit any Provider Property or any rights under the Agreement, including without limitation any access or use of any Provider Property; (ii) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the Service; (iii) copy, modify, or prepare derivative works based on Provider Property; (iv) reverse engineer, decompile, disassemble, or attempt to derive source code from any Provider Property; or (v) remove, obscure, or alter any

- intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Provider Property.
- (b) At Provider's sole and reasonable discretion, certain of the selected Applications will be made available only during times which would not otherwise interfere with the use of Provider's revenue generating Applications and services.
- (c) Applications ordered by Customer may be disabled by Customer at any time during the Term of the Agreement upon written notice to Provider by an authorized representative of Customer; provided, however, Customer will remain responsible for paying the Annual Subscription and Hosting Fee according to the Agreement, this Schedule and Sales Order Form(s) set forth in Attachment 1, unless otherwise agreed by both parties pursuant to a written and signed amendment.
- (d) Provider may deny the publication of certain documents, videos or forms in connection with the Service, if in Provider's sole and reasonable discretion, such materials are in conflict with the provision of Provider's Service hereunder.
- (e) Customer will allow Provider to display videos, documents and digital messages to inmates through ConnectUs to promote Provider's new and existing services, products and features.
- (f) Provider is not responsible and hereby disclaims any liability for any and all content of the third party Applications and any documents, videos or forms published by Customer or from outside sources.

### 3. FEES AND PAYMENT TERMS

- 3.1 Securus will fund the Total Cost identified on the attached Sales Order Form. If the Agreement is terminated for any reason other than Provider's default before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the attached Sales Order Form. Customer will pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.
- 3.2 Provider will deploy its Video Visitation, Inmate Forms (Grievance), Inmate Handbook (.PDF), Third Party Vendor Commissary, Website Education (URL), Inmate Videos (.MP4), Self-Op Commissary Ordering, Emergency Visitation, Inmate Sick Form, Job Search, and Law Library ConnectUs Applications. The cost of these applications was considered and included in offering the Commission Percentage, Remote Visitation Payment, and other terms in this Agreement.
- 3.3 Provider will be responsible for Jail Management System (JMS) and Commissary integration fees as well as any electrical installation associated with the initial deployment of the Video Visitation System. Customer is responsible for all Jail Management System (JMS) and Commissary integration fees as well as any electrical installation costs that arise after the initial deployment of the Video Visitation System.

### 4. WARRANTIES AND LIMITATIONS

#### 4.1 Service Warranties.

- (a) Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. Provider agrees to repair and maintain the Video Visitation System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance will be provided at Provider's sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by Customer (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. Customer agrees to promptly notify Provider in writing after discovering any misuse of or destruction, damage, or vandalism to the equipment. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components.
- (b) Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Provider make any warranty as to any Hardware

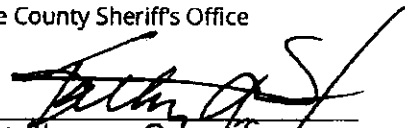

Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

4.2 Limitation of Warranty.

- (a) THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.
- (b) EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.3 Professional Responsibility. As between Customer and Provider, Customer assumes full responsibility for the use of information provided through the Application(s) for patient care. Clinical information, if any, in the Applications is intended as a supplement to, and not a substitute for, the knowledge, expertise, and judgment of professional personnel. Customer acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Provider disclaims liability for the use of any information provided by, or results obtained from, the Applications used by professional personnel. Provider, its affiliates and licensors, are not liable for actions of Customer or its authorized users, which may result in any liability due to malpractice or failure to warn. Provider provides no medical or other professional advice in connection with the Applications and the information contained therein. The parties acknowledge that a licensed professional is responsible for independently reaching any medical or other professional judgment and for any resulting diagnosis and treatments, notwithstanding any use of the Applications by such professional.

EXECUTED as of the Schedule Effective Date.

<p><u>CUSTOMER:</u> Eau Claire County Sheriff's Office</p> <p>By: </p> <p>Name: <u>Kathryn Schauf</u></p> <p>Title: <u>Administrator</u></p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: </p> <p>Name: Robert E. Pickens</p> <p>Title: President and Chief Executive Officer</p>
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**ConnectUs Inmate Service Platform**

**SALES ORDER FORM**

**SERVICE DESCRIPTIONS**

**APPLICATIONS**

Through ConnectUs, Provider offers the following Applications. (The Applications specifically ordered by Customer are reflected on the Price Page, which follows.)

**Video Visitation Application**

The ConnectUs Video Visitation Application provides video face-to-face visits between Inmates and the inmates' friends and family members and also allows the inmate to view upcoming scheduled visits using the ConnectUs touch screen. This Application requires an executed agreement between Provider and Customer for Provider's Securus Video Visitation.

**Phone Call Application**

The ConnectUs Phone Call Application allows inmates to place calls, which go through Provider's centralized Secure Call Platform ("SCP") simply by pressing the Phone Call icon on the touch screen of ConnectUs. This Application requires an executed agreement between Provider and Customer for Provider's SCP Call Platform.

**Inmate Forms (Grievance) Application**

The Inmate Forms (Grievance) Application facilitates the systematic receipt, routing and categorization of grievance situations and offers a tracking system that improves response times and metrics useful in assessments and resource allocations. Provider will retain and provide Customer access to the data for the term of the Agreement.

**Third Party Vendor Commissary Application**

The ConnectUs Third Party Vendor Commissary Application provides an automated means for Inmates to order commissary goods through Customer's third-party commissary provider.

**Website Education Application (URL)**

The ConnectUs Website Education Application makes Customer-approved third party educational websites available to Inmates.

**Inmate Videos Application (.MP4)**

The ConnectUs Inmate Videos Application enhances communications with inmates by allowing multiple Customer-approved videos.

**Inmate Handbook Application (.PDF)**

The ConnectUs Inmate Handbook Application publishes common PDF documents to Inmates (e.g., the Inmate Handbook) for up-to-date access to Customer information.

**Emergency Visitation Application**

The ConnectUs Emergency Visitation Application allows Inmates to initiate a request for a video call with Customer staff to report an emergency situation.

**Sick Call Application**

The ConnectUs Sick Call Application allows inmates to report symptoms to Customer health officials by completing a "sick form" that identifies the inmate's symptoms.

**Self-Op Commissary Ordering Application**

The ConnectUs Self-Op Commissary Ordering Application allows Customer to configure its commissary product line within ConnectUs giving inmates an automated means to order commissary goods.

**Job Search Application**

The ConnectUs Job Search Application allows inmate job-seekers access to local, regional and national jobs of all types and level of experience.

**Law Library Application**

The ConnectUs Law Library Application allows inmates to perform legal research through a comprehensive collection of state and federal laws, including resources pertaining to constitutions, statutes, cases and more.

**SALES ORDER FORM**  
**PRICE PAGE**

**Securus Inmate Services Platform - Price List**

Category	Description	Unit	Qty	Unit Price	Total Price
Hardware	Video Visitation Terminals - Single Handset (Inmate)	One Time	42	\$ 4,000	\$ 168,000
	Video Visitation Terminals - Single Handset (Visitor)	One Time	0	\$ 4,000	\$ -
	Video Visitation Terminals - Dual Handset (Visitor)	One Time	10	\$ 4,250	\$ 42,500
	Mobile Cart, including UPS Battery Backup	One Time	0	\$ 1,440	\$ -
	Networking Wiring	One Time	52	\$ 500	\$ 26,000
	Electrical Wiring*	One Time	0	\$ 1,500	\$ -
	Hardware Installation	One Time	52	\$ 500	\$ 26,000
	JMS and 3rd Party Vendor Integration**	One Time	0	\$ -	\$ -
	Software Application Setup:	One Time			
	- Securus Video Visitation Application	One Time	1	\$ -	\$ -
Installation and Implementation (Software Application is one time per App, per contract)	- Phone Call Application	One Time	0	\$ -	\$ -
	- Inmate Forms Application (Grievance)	One Time	1	\$ -	\$ -
	- Inmate Handbook Application (.PDF)	One Time	1	\$ -	\$ -
	- Third Party Vendor Commissary Application	One Time	1	\$ -	\$ -
	- Website Education Application (URL)	One Time	1	\$ -	\$ -
	- Inmate Videos Application (.MP4)	One Time	1	\$ -	\$ -
	- Self-Op Commissary Ordering Application	One Time	1	\$ -	\$ -
	- Emergency Visitation Application	One Time	1	\$ -	\$ -
	- Inmate Sick Form	One Time	1	\$ -	\$ -
	- Job Search Application	Recurring	1	\$ -	\$ -
- Law Library Application	Recurring	1	\$ -	\$ -	
Annual Subscription and Hosting Fee (per App, per Terminal, per year)	Securus Video Visitation Application	Recurring	52	\$ -	\$ -
	Phone Call Application	Recurring	0	\$ -	\$ -
	Inmate Forms Application (Grievance)	Recurring	1	\$ 5,000	\$ 5,000
	Inmate Handbook Application (.PDF)	Recurring	1	\$ 5,000	\$ 5,000
	Third Party Vendor Commissary Application	Recurring	1	\$ 5,000	\$ 5,000
	Website Education Application (URL)	Recurring	1	\$ 5,000	\$ 5,000
	Inmate Videos Application (.MP4)	Recurring	1	\$ 5,000	\$ 5,000
	Self-Op Commissary Ordering Application	Recurring	1	\$ 5,000	\$ 5,000
	Emergency Visitation Application	Recurring	1	\$ 5,000	\$ 5,000
	Inmate Sick Form	Recurring	1	\$ 5,000	\$ 5,000
Misc.	Job Search Application	Recurring	1	\$ 3,250	\$ 3,250
	Law Library Application	Recurring	1	\$ 7,000	\$ 7,000
	Annual Terminal Extended Hardware Maintenance	Recurring	52	\$ 500	\$ 26,000
	Recurring Telecom	Recurring	1	\$ 6,480	\$ 6,480
	Recording Retention (120 days)	One Time	42	\$ 400	\$ 16,800
	On-Site Training (per day)	One Time	2	\$ 2,000	\$ 4,000
				Term:	5
				One-Time Cost	283,300
				Annual License & Maintenance Cost (per year)	82,730
				<b>Total Cost:</b>	<b>\$ 696,950</b>

Securus will fund the Total Cost identified above. If the Agreement is terminated for any reason other than Provider's default before the end of the Term, Customer will refund the prorated amount of the Total Cost. Customer will pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.

If selected above, Provider will deploy a Third Party Vendor Commissary Application, once an agreement has been executed by and between Provider and Customer's commissary operator for such application.