



APPROVED AS TO FORM
ROUTT COUNTY ATTORNEY'S OFFICE

By: [Redacted] Date: 2/12/2015

Master Services Agreement Routt County, Colorado (CO)

This Master Services Agreement (this "Agreement") is by and between Routt County, Colorado, acting by and through its Board of County Commissioners ("you" or "Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the last date signed by either party (the "Effective Date").

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

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

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

1. **Applications.** This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.

2. **Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and inmate software applications (e.g., automated grievance filing system, law library, etc.) at all existing and future correctional facilities under the authority of Customer in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.

3. **Compensation.** Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.

4. **Term.** The obligations of the parties shall be effective as of the Effective Date, but the "Initial Term" shall begin 120 days after the Effective Date (to allow for installation of hardware and/or implementation of network connectivity) and shall end on the date that is 60 months thereafter. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.

5. **Service Level Agreement and Limited Remedy.** We are committed to providing you with reliable, high quality Applications, and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

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

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

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

9. Confidentiality and Non-Disclosure. The System and Applications (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection. Before complying with any such court order or statute, you agree to notify Provider so that it may assert any rights to non-disclosure that it may have under the applicable law.

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

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

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

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

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

14. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in

rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

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

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

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

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

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

20. TABOR Non-Appropriation Provision. Routt County is subject to the provisions of Section 20 of Article X of the Colorado Constitution (also referred to as the "TABOR Amendment") which limits its ability to enter into multiple-fiscal year financial obligations. Therefore, any financial obligation of Routt County under this Agreement beyond the current fiscal year (calendar year 2015) is subject to and conditioned upon the due adoption of a budget for the year in which the obligation is due by the Board of County Commissioners of Routt County which budget provides for or appropriates funds for such obligation. The financial obligation of Routt County under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof.

EXECUTED as of the Effective Date.

CUSTOMER:

Routt County, Colorado

By: 

Name: 

Title: 

Date: 2/12/15

Customer's Notice Address:

2025 Shield Drive

Steamboat Springs, CO 80487

and

P.O. Box 773598

Steamboat Springs, CO 80477

PROVIDER:

Securus Technologies, Inc.

By: 

Name: 

Title: 

Date: 2-19-15

Provider's Notice Address:

14651 Dallas Parkway, Suite 600

Dallas, Texas 75254

Attention: General Counsel

Phone: (972) 277-0300

Provider's Payment Address:

14651 Dallas Parkway, Suite 600

Dallas, Texas 75254

Attention: Accounts Receivable

Please return signed contract to:

14651 Dallas Parkway

Sixth Floor

Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

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

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to do the following: (a) monitor and record inmate calls; b) prevent monitoring and recording of private calls (i.e., attorney client privileged calls, clergy calls, or other calls as approved and implemented by you) (private number settings allow you to mark privileged numbers to not be monitored or recorded, and you are solely responsible for receiving, approving and inputting requests for private treatment); (c) automatically limit the duration of each call to a certain period designated by us; (d) maintain call detail records in accordance with our standard practices; (e) automatically shut the System on or off; and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

COMPENSATION:

Collect Calls. We will pay you commission (the "Commission") based on Gross Revenues we earn through the completion of collect calls, except for interstate calls, placed from the Facilities as specified in the chart below. Gross Revenues shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the chart below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Routt County Jail 2025 Shield Drive Steamboat Springs, CO 80487	SCP*	25%*	Gross	same

*The designated Commission percentage is contingent upon Customer's implementation of all products and payment methods described herein within ninety (90) days of the Effective Date (unless actions of Provider render such implementation within that timeframe impossible, in which case such implementation will be effected as soon as reasonably practicable). Should the Customer fail to implement all such products and payment methods within ninety (90) days of the Effective Date, the commission percentage is subject to renegotiation. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services, effective February 11, 2014, no commission (whether for collect calls or other services we provide, including Inmate Debit, etc.) shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s). Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays. Changes will take effect on the first day of the month following receipt of written notice by the Customer. Notice must be signed by a person who has binding authority for the Customer and a copy delivered to:

SECURUS TECHNOLOGIES, INC.
 PRESIDENT
 14651 DALLAS PARKWAY, SIXTH FLOOR
 DALLAS, TEXAS 75254

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

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

**XP Media center edition not supported*

SERVICE LEVEL AGREEMENT

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

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

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

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

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

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

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

5. Performance of Service. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

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

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. End-User Billing Services and Customer Care. Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website www.securustech.net, by email at CustomerService@securustech.net, and by facsimile at 972-277-0714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

INSTANT PAY™ PROGRAM

DESCRIPTION

The Instant Pay™ promotional program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open or in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

COMPENSATION

Pay Now™. Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay promotional calling program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account.

Text2Connect™. Text2Connect™ is a promotional program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Neither Text2Connect™ nor Pay Now™ calls are commissionable, nor are either subject to bonus or other compensation.

INMATE DEBIT

DESCRIPTION:

A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Provider will also allow inmate Friends & Family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by Friends & Family members into an inmate's Debit account become property of the inmate. Provider establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). Provider requires inmate to key in his/her PIN at the beginning of every Debit call in order to complete the call and pay for the call using the inmate's Debit account. Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. Customer agrees to use Provider's SCP User Interface or utilize integration with Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project; (ii) any of Customer's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control.

INVOICING AND COMPENSATION:

Provider shall invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt. Provider shall pay Customer the commission percentage that Provider earns through the completion of Debit calls placed from Customer's Facilities as specified in the chart below. Provider reserves the right to deduct call credits from usage. Provider shall remit the commission for a calendar month to Customer on or before the 30th day after the end of the calendar month in which the Debit calls were made (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Debit Commission Percentage
Routt County Jail 2025 Shield Drive Steamboat Springs, CO 80487	20%*

*Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).

CALLING RATES

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

SECURUS VIDEO VISITATION

Provider shall deploy a Video Visitation System at the Facility(s) named in the chart below during the Term of the Agreement and pursuant to the terms of Attachment 1, Video Visitation Schedule, below.

TERMS:

The parties acknowledge that Securus Video Visitation sessions shall be limited to twenty (20) minute and forty (40) minute sessions, and that a session charge of up to \$12.99 and \$25.98, respectively, plus applicable taxes/fees/surcharges, will apply to each remote Video Visitation session; provided, however, that Provider reserves the right, at its sole option, to offer promotional pricing for as low as \$5.00 per session, and to extend the duration of visitation sessions. If Customer wishes to offer free sessions for any reason other than as allowed pursuant to the Agreement, a session charge of \$12.99 and \$25.98 per session, plus applicable taxes/fees/surcharges, will be deducted from monthly Commission payments made to Customer. As used herein, "remote" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions shall 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.

If applicable, all recorded Video Visitation sessions will have a standard retention of thirty (30) days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within thirty (30) days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after thirty (30) days.

PROVIDER FUNDING OF UPFRONT COSTS

Attachment 1 (Video Visitation Schedule) indicates a specific dollar amount that Provider is willing to fund of the upfront costs of purchasing and installing the Video Visitation System (the "upfront costs"). Customer, at its option, may either accept or decline this funding by choosing one of the following options (place "x" next to option selected):

Option 1: Customer elects to accept the Provider funding of upfront costs set forth in Attachment 1 (Video Visitation Schedule). By choosing this option, Customer will implement the following additional requirements (which are designed to maximize the full utilization of the Video Visitation System at the Facility for paid Video Visitation sessions and thus allow Provider to recover such upfront funding over time):

1. Customer agrees that Video Visitation must be available for paid remote sessions seven (7) days a week for a minimum of eighty (80) hours per Video Visitation terminal per week.
2. Customer shall allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
3. All on-site Video Visitation sessions shall be required to be scheduled at least 24 hours in advance, where practicable, and shall not exceed two (2) free on-site visits per inmate per week. Once available, on-site visits in excess of the 2 free visits per inmate per week will be at the same session charge as remote sessions.
4. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at www.securustech.net.
5. Upon deployment of the Video Visitation System, Customer agrees to reduce on-site visitation availability to no more than twenty (20) hours per week.

Option 2: Customer declines Provider funding of upfront costs and instead elects to pay all of the costs itself as set forth in Attachment 1 hereto. The seven additional requirements listed under Option 1 shall not apply.

COMPENSATION: (Paid Remote Video Visitation Only)

Provider shall pay Customer the commission 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 Commission"). Provider shall remit the Video Visitation Commission for a calendar month to Customer on or before the 30th day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Video Visitation	Video Visitation Commission Percentage (Paid Remote Video Visitation Only)	Payment Address (Paid Remote Video Visitation Only)
Routt County Jail 2025 Shield Drive Steamboat Springs, CO 80487	Remote Paid	30%*	same

* Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays.

Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population ("ADP" count) and a minimum of one (1) remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than 52 per month, Provider reserves the right, no sooner than twelve (12) months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services.

Customer is responsible for all Jail Management System (JMS) and Commissary integration fees as well as electrical installation, unless otherwise specified in Attachment 1.

WARRANTY: Provider warrants that the services it provides as contemplated in and by this Exhibit will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Exhibit will be qualified to perform the

contracted services. Should any errors or omissions arise in the rendering of the services under this Exhibit, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components. This warranty shall be conditional on Customer's compliance with the provisions of this Warranty section.

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

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

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

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

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

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

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

Video Visitation Schedule Routt County Jail (CO)

Attachment 1 - Securus Video Visitation Pricing

Type	Description	One Time/ Recurring	QTY	Total	Responsible Party
Installation and Implementation	Network Wiring Installation	One time		\$0.00	Customer
	Electrical Wiring Installation	One time		Up to \$3,000.00	Provider
	JMS Provider Fees			\$0.00	Customer
	Software Application Setup, including JMS import mapping	One time	1	\$5,875.00	
	Emergency Call Application Setup	One time		\$0.00	
	Inmate Information Application Setup	One time		\$0.00	
	Commissary Ordering Application Setup	One time		\$0.00	
	Sick Form Application Setup	One time		\$0.00	
Hardware	Video Visitation Terminals – single handset (inmate side)	One time	8	\$32,000.00	
	Video Visitation Terminals – single handset (visitor side)	One time	1	\$4,000.00	
	Video Visitation Terminals – dual handset (visitor side)	One time	1	\$250.00	
	Recording	30 Day Purge		\$0.00	
	Total Video Visitation Terminal Installation	One time	9	\$4,500.00	
	Annual Terminal Extended Hardware Maintenance (optional)	Recurring	9	\$1,791.00	
Software	Software Licensing Fee	Recurring	9	\$3,240	
	Securus Video Visitation	Recurring		\$0.00	
	Inmate Information	Recurring		\$0.00	
	Commissary Ordering	Recurring		\$0.00	
	Sick Form	Recurring		\$0.00	
	Software Maintenance Fee	Recurring		\$0.00	
Misc.	Telecom		1	\$4,764.00	
	Training	Per Day	2	\$4,000.00	
	Mobile Cart, including UPS Battery Back Up	One time	0	\$0.00	
	Term	Re-occurring	5	\$48,975	
	Total Value:			\$102,600.00	
	Securus Discount			\$72,600.00	
	Customer Pays:			\$30,000.00	

If the Agreement is terminated for any reason before the end of the Initial Term, Customer will refund to Provider the prorated amount of the Video Visitation system expense as set forth in the chart above. Customer shall pay any such refund within ten (10) days after any such termination, or at Provider's election, it may deduct the refund from any commission owed to Customer.

*Customer agrees to pay for any wiring expenses above and beyond \$3,000.00.

**Exhibit A: Customer Statement of Work
Routt County Jail (CO)**

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

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

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

EXECUTED as of the Schedule Effective Date.

<p><u>CUSTOMER:</u> Routt County, Colorado</p> <p>By: [Redacted] Name: [Redacted] Title: [Redacted]</p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: [Redacted] Name: [Redacted] Title: [Redacted]</p>
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300