



CyberPath Services, LLC
Inmate Messaging Service

CyberPath Services, LLC (Vendor) with its principal place of business located at 1590 Hickory Avenue, Panama City, FL 32405 agrees to provide a messaging service¹ for inmate usage called Chirping to the Lapeer County Sheriff's Office (Customer) with its principal place of business at 3231 John Conley Drive, Lapeer, MI 45446 agree as follows:

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Exclusive Agreement

Vendor provides a broad scope of services to corrections customers, including inmate communication and related technologies and services, as further defined and described herein. Customer agrees to exclusively permit Vendor to install the products and services described herein (hereinafter referred to as the "Offering"). Vendor shall be the exclusive provider of the Offering, including all associated hardware and software within all pre-existing and future jail and / or detention facilities. Vendor shall also be the exclusive provider of all related existing and future inmate communications and personal inmate communication devices which include, but are not limited to, voice, data and video communication. Communications and communication devices include, but are not limited to, phone calls, messaging applications, email, and video. Vendor and Customer agree that no other type of inmate personal communication devices will be installed in the jail / detention facility for inmate use without written agreement between both parties.

Interface Requirements

Vendor's products and services require an interface with Customer's software that stores inmate data (commonly called JMS). The required inmate data varies based on the products and services being installed. In order to implement services included with this Agreement, Vendor requires one of the following options:

Customer or Customer's JMS provider must complete a cost-free interface written to Vendor's specifications developed, tested, configured, and completely functional 7 days prior to Vendor turning on any products or services requiring inmate data.

Customer must provide a cost-free, direct connection to Customer's system's database to pull the required inmate data. Vendor can install program to extract the required data, on a server on the same network where Customer's data is stored for the life of the Agreement. The installation of this program would require assistance by a person familiar with the network and server. The installation of this program requires remote access by Vendor. The program and installation are provided free of charge to Customer for the life of the Agreement. Vendor and Customer will discuss method no later than 30 days prior to implementation and complete it 7 days prior to the installation of CyberPath services.

Liability:

Vendor will have no liability for damage to Customer's premises from the installation, use or removal of the Offering or associated equipment unless such damage is the direct result of negligence of Vendor agents or employees. Customer agrees that all recordings required to be obtained and stored as part of providing services under this Agreement are property of the Customer. Customer further agrees that Vendor will have no liability for the content of recordings stored on behalf of the Customer. In no event shall Vendor's aggregate liability to Customer under this Agreement exceed the amount paid to Vendor under this Agreement.

¹ U.S. Patent Nos. 10,082,835 and 10,085,126. Used under license from Hank Technology LLC."



Indemnification:

Vendor hereby agrees to indemnify and hold harmless the Customer from any and all claims arising after the Commencement Date by reason of allegations of excessive charges in violation of any state or federal statute or regulatory ruling. In the event of future legislation or administrative regulation materially alters the charges which may be made by Vendor, Vendor agrees to abide by any such statute or ruling and bring their conduct of charges into compliance with said authority. In the event that any future legislation or administrative regulation materially alters the terms of this Agreement, then this Agreement shall, at the option of either party, be subject to re-negotiation between the parties. Customer agrees to indemnify and hold harmless Vendor from any and all claims arising after the Commencement Date arising from any illegal or unauthorized access granted by Customer to the Offering and/or any illegal or unauthorized use or disclosure of the recordings and other information contained in any parts of the Offering by Customer's employees, staff members and any other persons granted access to the Offering by Customer.

Fees

End User Fees/Charges	
Funding Method	End User Fees/Charges
Website & Automated (IVR) System	Credit Card- \$3.00 per transaction + third-party, pass-through, credit card processing fee
Live Customer Service Representative	Credit Card- \$5.95 per transaction + third-party, pass-through, credit card processing fee
ITS Lobby Deposit Kiosk	Cash – \$3.00 per transaction
	Credit Card- \$3.00 per transaction + third-party, pass-through, credit card processing fee

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Taxes

Taxes are deducted at the point of sale; network connection costs are deducted from the total talk time usage on the Chirper if calling is implemented.

Regulatory Changes:

In the event that new and/or revised government regulations prevent Vendor from providing labor reimbursement or services to the Customer, Vendor will have the right to renegotiate this Agreement with the Customer. Vendor reserves the right to change rates, financial compensation & fees upon thirty days' written notice to Customer if such changes arise from any of the following: any (a) rule, regulation, or other action by any government or regulatory entity resulting in increased costs to Vendor (b) change in taxes, (c) a change in other communication rates within facility.

In the event that new and/or revised rule, regulation, or other action by any government or regulatory entity arises, Customer may request that rates may be amended to a non-commission option during the term of agreement. If requested by customer, Vendor and customer will negotiate in good faith regarding reduction to rates if customer agrees to no longer receive commission or other financial compensation. Vendor can accommodate if the Customer requests to transition to a model where services are paid for by the Customer or taxpayer funded.

Uncontrollable Circumstances:

Vendor and Customer reserve the right to renegotiate this Agreement if circumstances arise outside our control related to acts of God, rate changes, regulations, operations mandated by law, reduction in inmate population or capacity, material changes in jail policy or economic conditions.



Service, Maintenance & Repair Agreement:

All service and maintenance of the Offering will be the sole responsibility of Vendor. Vendor may remove or replace the Offering or associated equipment from any given location when damage to the system or associated equipment, whether by vandalism or otherwise, warrants removal. Vendor, with the consent of Customer, may adjust the number quantity of the various equipment units at the premise when, in Vendor's judgment, the revenue generated by the existing equipment warrants such adjustments.

Service Level Agreement

Response time:

An individual outage:	24 hours
Section of the building outage:	4 hours
Complete system wide outage:	2 hours

A routine service failure with no impact on the administrative functions of the system such as an individual outage, repair time is 24 hours.

Agreement Term:

This Agreement will remain in force and effective for sixty (60) months from the Commencement Date.

Termination:

Either party may terminate this Agreement in the event that the other party materially fails to perform its obligations under this Agreement and said material failure continues for a period of thirty (30) days after written notice to the defaulting party of said failure is received by the defaulting party. In the event any governmental tariff or regulation prevents Vendor from providing services or such tariffs or regulations make continuation of this Agreement impractical for economic reasons or otherwise, then Vendor at its sole discretion may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, the Customer agrees to allow Vendor access to the facility in order to remove all equipment, including but not limited to all wall mounted equipment and all associated equipment. Vendor agrees to remove the equipment within thirty (30) days after termination of this Agreement.

CyberPath Equipment:

The Offering and all associated equipment installed under this Agreement shall remain the sole and exclusive property of CyberPath. Customer will promptly report to Vendor misuse, destruction, or vandalism of all systems and associated equipment related to the Offering. Customer will not use the Offering for Customer's business purposes nor list or advertise in any manner the Chirper SMS numbers of the Offering without the prior written consent of Vendor.

Customer Access to Equipment and Reports:

Vendor will provide Customer with password protected access to the various components of the Offering, allowing Customer's staff to monitor Chirp messages, record Chirp calls and run Chirp message and call detail reports, among other functionality. Customer agrees to limit access to the Offering to only those staff members and employees of Customer having a legitimate need for access, and Vendor shall not be responsible for the actions of Customer's staff members and employees having access to the Offering. Chirp messages, calls will be stored off site at a secure Vendor location for five years. Vendor technicians will train Customer's authorized staff on the usage of the system.

Resolution of Disputes:

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in Campbell County in the state of Michigan or another location mutually agreeable to the parties. The



arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in commercial contracts and disputes and shall include a written record of the arbitration hearing. Actions commenced within any public court system shall be limited to seeking an award of arbitration which may only be confirmed in a Michigan court of competent jurisdiction, if necessary.

Vendor Provides:

Vendor will provide, install and maintain Chirping devices, associated operational hardware, charging stations and transport containers (a tub and/or cart). Additionally, Vendor will provide ongoing service, support and maintenance of the Chirping devices and platform.

Customer Provides:

Customer provides a secure area for a tub and/or cart to store and charge chirping devices, as well as electric (AC) to charge devices, at no charge to Vendor; additionally, Customer will provide the labor to check the devices in/out and keep the chirping devices charged.

Chirping Rates, Funding & Labor Reimbursement:

Feature	Rate	Labor Reimbursement
Chirping rates	\$0.10/chirp	\$0.02*/completed chirp

** To the extent that chirps are used from chargeback deposits, total chirp count will be adjusted for purposes of calculating the labor reimbursement.*

Inmate Messaging Service implementation, activation and usage is based on sixty percent (60%) of the inmate population utilizing the Inmate Chirping Service daily. Inmates must have the ability to utilize this service for a minimum of twelve (12) hours a day, seven (7) days a week. If less than sixty percent (60%) of inmate population is utilizing the chirpers, or inmates are unable to have access to the service for a minimum of twelve (12) hours a day, seven (7) days a week, the Inmate Communication Services Vendor reserves the right to adjust the proposed ITS commission percentages within thirty (30) day notice.

Chirping funds are added by friends and family through Vendor's customer service center or the inmatesales.com web site.

Device Loss/ Damage & Replacement Policy:

Each device has a value of two hundred dollars (\$200.00). The inmate will be charged the device value if damaged or lost while assigned to him/her. The replacement cost will be deducted from the device account and/or the inmate's pin debit account until paid in full before another device is assigned to the inmate.



Authority to Represent:

Each party to this Agreement warrants and represents that they have the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the equipment. The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the _____ day of _____, _____ (the Commencement date).

Customer

Quentin Bishop
Print Name, Title

[Signature]
Signature

5-9-22
Date

Cyberpath Services, LLC

Casey Kote, Regional Manager
Print Name, Title

Casey Kote
Signature

5/6/2022
Date

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