

**Master Services Agreement  
DENTON COUNTY (TX)  
A002950**

This Master Services Agreement (this "Agreement") is by and between Denton County, Texas ("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 install an inmate telecommunication system and provide telecommunications 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 install the inmate telecommunications system and provide telecommunications 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, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) 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 initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is thirty-six (36) months thereafter. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for two (2) successive periods of twelve (12) months each. 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. **TO THE EXTENT ALLOWED BY TEXAS LAW, 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

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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, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. 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, Applications, and related call records and information (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. Moreover, you acknowledge that the contents of this contract constitute proprietary trade secrets and represent that you have not disclosed the terms and conditions of this Agreement to anyone outside of your organization save your legal representative. You warrant that you will keep the terms and conditions of this Agreement confidential and, unless required by court order or statute, will not disclose such information without Provider's express written consent (except that you may disclose the contents of this Agreement to your attorney or tax advisor, if any, but only after informing those persons that they must keep confidential the information contained herein). 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. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics. The Customer agrees to indemnify the Provider against any and all Claims arising out of or related to instruction Provider receives from the Customer.

11. Insurance and Performance Bond. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. We maintain a Performance Bond in the amount of \$100,000. 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. TO THE EXTENT ALLOWED BY TEXAS LAW, AND 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 of Texas. 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.



EXECUTED as of the Effective Date.

CUSTOMER:

Denton County, Texas

By:

*Mary Thorn*

Name:

Title:

Date:

Customer's Notice Address and Phone Number:

127 N. Woodrow Lane  
Denton, TX 76205

Phone: 940-349-1600

PROVIDER:

Securus Technologies, Inc.

By:

*Robert Pickens*

Name:

Robert Pickens

Title:

Chief Operating Officer

Date:

*10/30/13*

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

**PROPERTY OF DENTON COUNTY**



**Schedule**  
**DENTON COUNTY (TX)**  
**A002950**

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and Denton County, Texas ("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"). 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 (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by us, (c) maintain call detail records in accordance with our standard practices, (d) automatically shut the System on or off, and (e) 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 the Gross Revenues that we earn through the completion of collect 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, wireless administration 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.

**Minimum Annual Guarantee ("MAG").** On the first day of the month following this Schedule Effective Date, we will pre-pay you a Commission in the amount of \$548,000.00. The MAG will be paid back to us through 100% commission deductions, which shall begin the month following the date of the prepayment. Each year thereafter, Provider will adjust the MAG upward or downward to reflect eighty percent (80%) of earned commissions for all calls in the prior twelve (12) months plus or minus the difference between the prior year's MAG and earned commissions. Therefore, if at the end of a given contract year, the Customer's earned commission is greater than the MAG for that year, the next year's MAG will be adjusted upward—i.e., eighty percent (80%) of earned commissions plus the difference between the prior year's MAG and earned commissions. If, at the end of a given contract year, the Customer's earned commission is less than the MAG for that year, the next year's MAG will be adjusted downward—i.e., eighty percent (80%) of earned commissions minus the difference between the prior year's MAG and earned commissions. This true-up process will be repeated annually throughout the Initial Term.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Basis for Calculation	Commissions Payment Address
Denton County Jail 127 N. Woodrow Lane Denton, TX 76205	SCP	82.1%	Gross Revenues	Denton County Auditor's Office P. O. Box 2055 DENTON, TX 76202
Denton County Juvenile Detention Facility 127 N. Woodrow Lane Denton, TX 76205	SCP	82.1%	Gross Revenues	Denton County Auditor's Office P. O. Box 2055 DENTON, TX 76202
Denton County Pre-Trial 1406 Troy H. LaGrone Drive Denton, TX 76205	SCP	82.1%	Gross Revenues	Denton County Auditor's Office P. O. Box 2055 DENTON, TX 76202

\*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.



\*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.  
CHIEF FINANCIAL OFFICER  
14651 DALLAS PARKWAY, SIXTH FLOOR  
DALLAS, TEXAS 75254

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

**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"). 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 OPENWORKSTATIONS(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 of 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 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 technician 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 are available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website [www.securustech.net](http://www.securustech.net), by email at [CustomerService@Securustech.net](mailto: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).

#### AUTOMATED INFORMATION SERVICES

##### DESCRIPTION.

We will provide the Automated Information Services as described herein through our third party vendor, Telerus. The AIS™ application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform. In addition, the application is designed to allow inmates' friends and families the ability to open or fund a pre-paid telephone account as well as fund an inmate's trust account. The application is accessed through a telephone IVR system that is available to all callers. Once facility staff has uploaded all required information, the system is able to automate information such as:

- Commissary Balances\*
- Charge Information
- Court Appearance Dates, Times, Locations
- Bond Amounts, Types
- Projected Release Dates
- Visitation Eligibility, Times

\*Pending MIS system data flow

Automated Information Services 2.0 is configurable to meet the specific needs of your Facility. The standard option includes automation of inmate and facility information to constituents who call your existing main telephone number and to inmates at your facility. You can also choose to add any of the following additional options (check all that apply):

- ✓ Automation of inmate and facility information to constituents (standard)
- ✓ Automation of inmate and facility information to inmates (standard)
- ✓ Ability to open or fund a Securus pre-paid telephone account
- ✓ Ability to fund an inmate trust account

**PROPERTY OF DENTON COUNT**



The application provides all information automatically without staff intervention 24/7 from any standard day-room or outside telephone with no new wiring required. Facility staff personnel must maintain information on the system. Customer shall be responsible for any/all integration fees incurred by their JMS/MIS system provider in order for AIS to receive inmate data.

**PAYMENT:**

Provider will charge Customer a non-commissionable license fee of \$0.12 per call, which fee will be added to the "per call charge" calling rates if permitted by state and federal regulatory requirements for all intrastate, interstate and international calls and will not be billed separately, unless such separate billing is required by state or federal regulatory requirements.

Compensation (Set-up Charge and Monthly Fee) is determined by AIS features chosen. Provider has the right to modify and increase compensation if feature set is modified or changed by Customer after contract execution.

**STATEMENT OF WORK:**

**a. Specifications and Assumptions**

The system will contain two primary applications. The first application will automate answering of incoming calls from the public or "friends and family;" the second will automate inmate information requests via existing inmate phones.

**i. Outside "Friends and Family" Application**

- Speech (Voice) Recognition including inmate identification by first and last name.
- Date of birth "fallback" to inmate name recognition.
- Text-to-Speech.
- Spanish Interface.
- Inmate Trust/Commissary deposits by major credit card.
- Securus Pre-paid Phone account funding by major credit card (available for Securus phone customers only).
- Charges.
- Bond Amounts and Types.
- Court Dates, Times, and Locations.
- Visitation eligibility and times including times by inmate name, housing location.
- Visits remaining for the week.
- Inmate location (if multiple addresses).
- Projected Release Dates.
- Identification of detainees and holds.
- Support for inmate types such as regular, federal, juvenile.
- Blocking of sensitive (sex, child crime charges) inmates.
- General Facility Information including facility location, directions, hours, mailing policies, visitation policies, money deposit policies, medication/prescriptions policies, inmate phone system information, and commonly requested phone numbers.
- Porting of existing facility phone numbers to secure hosting facility. No limit – as many numbers as desired can be pointed to AIS.
- Transfers of exception callers back to facility staff members for personal assistance.
- Queuing with hold music and updates for transferred callers when facility staff members are unavailable.

**ii. Inmate Application**

- Seamless integration with provider's Inmate Phone System, IE: "Press \*11 for Automated Inmate Information."
- Spanish Interface.
- Commissary Balances.
- Charges.
- Court Dates and Locations.
- Bond Amounts and Types.
- Visitation eligibility and times including times by inmate name, housing location.
- Visits remaining for the week.
- Inmate location (if multiple addresses).
- Identification of detainees and holds.
- Projected Release Dates.

**iii. Overall**

- JMS integration for the Outside Application and the Inmate Application will be through flat-file, FTP imports. Imports take place in pre-determined intervals; fifteen minutes is standard. Customer will push Pipe, Comma, or Tab Delimited formatted data to a password protected FTP site.
- Hosting from Class III data center located in Denver, CO, including features such as multiple power redundancies, climate control, biometric security, and raised floors.
- Unlimited usage per month included (no cap on minutes).
- Call Summary and Port Usage Reports emailed or faxed on weekly or monthly basis.



b. Implementation Overview (timeline, roles, responsibilities):

- Week 1, Project Kickoff Call: Conference call to identify points of contact, review implementation plan, confirm system features, goals, and confirm specific dates of the timeline. Participants: Telerus, Provider, and Facility.
- Week 2, Configuration Planning: Completion of online survey by facility administrative representative. Review and processing of responses by Telerus. Meeting with technical representation (Facility IT and/or JMS Provider) to discuss data export. Participants: Telerus, Provider, and Facility.
- Week 3, User Demo Round 1: Based on the responses to the online survey, Telerus drafts and records general information scripts with a professional voice talent. The voice files are demonstrated for facility personnel prior to public access. Participants: Telerus and Facility.
- Week 4, Lobby Go Live: "Did you Know" signs are posted in the facility lobby advising them of the availability of general facility information by phone. Participants: Telerus, Provider and Facility.
- Week 5, Data Export: Telerus consults with Facility IT and/or JMS provider to initiate FTP data stream and validate export file contents. Participants: Telerus and Facility.
- Week 6, QA: Telerus QA staff identifies applicable test cases and simulates calls from the public and inmates. Development and configuration changes are executed as necessary. Participants: Telerus and Facility.
- Week 7, User Demo Round 2: Full feature demonstration, including inmate specific data lookups for both public and inmates, conducted for facility. Participants: Telerus and Facility.
- Week 8, Spanish Translation and Recording: With the English scripts finalized for go live, Spanish translation and recording is performed. Participant: Telerus.
- Week 9, Telecom Integration and Full Go live: With assistance from Facility Telecom and/or appropriate vendor(s), phone system integration is executed. Lobby "Did You Know" signs are updated and inmate side signs posted. Participant: Telerus and Facility.

c. Equipment. Since the AIS™ solution will be hosted, no new equipment will be installed at Customer Facility. However, Customer will be required to push (through secure FTP) flat file imports in 15 minute intervals, which will require resources of a server class machine with a stable and continuous Internet connection.

d. Service Level Agreements

- Uptime availability: 99%, apart from scheduled downtime, tracked and reset on a monthly basis.
- Seven days a week, 24 hours/day coverage.
- 800-number phone/pager and email access to the Provider/Telerus support team.
- One-hour, or better, response to support calls.
- Assignment of trouble ticket tracking number to each incident with resolution plan communicated within 24 hours.
- One-business day, or better, response to support emails.
- Remote diagnostics and resolution of software issues.
- Voice file re-recordings not to exceed 1 hour per month.
- New releases of product documentation.
- Quarterly system review teleconferences including recaps of all incidents and resolutions.

**SECURE INSTANT MAIL™**

**DESCRIPTION:**

Secure Instant Mail™ allows friends & family members to initiate communication with an inmate. Similar to e-mail, communications are sent over the internet and are delivered to the Customer Facility specified in the chart below for approval and distribution.

**EQUIPMENT:**

Customer is responsible for providing the following access/equipment:

- Internet connection with access to [www.SecurusSIM.com](http://www.SecurusSIM.com)
- PC
- Printer, including paper and toner
- If allowing reply messages, fax machine or scanner

**COMPENSATION:**

The parties acknowledge that the sender will pay a usage fee per message according to the chart below.

**SECURE INSTANT MAIL CONFIGURATIONS:**

Type of Message	Fee
Standard Message Fee	\$2.00

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The following transaction fees will also apply:

Deposit Amount	Transaction Fee
\$5.00 - \$25.00	\$1.99
\$26.00 - \$50.00	\$2.99
\$51.00 - \$100.00	\$3.99

\*Note: A Refund Fee of \$2.00 applies when closing an account and requesting a refund of remaining balance.

The end user (sender) is required to set up a Secure Instant Mail™ account in order to use the Secure Instant Mail™ service. Provider will deduct said usage fees from the friend and family member's account. Provider shall pay Customer the commission percentage that Provider earns through the completion of Secure Instant Mail messages placed and accepted by Customer's Facilities as specified in the chart below. Provider shall remit the commission for a calendar month to Customer on or before the 30<sup>th</sup> day after end of the calendar month in which the Secure Instant Mail transactions were made (the "Payment Date"). All commission payments shall be final and binding unless we receive written objection within sixty (60) days after the Payment Date.

#### FACILITIES AND RELATED SPECIFICATIONS

Facility Name and Address	Secure Instant Mail Commission Percentage
Denton County Jail 127 N. Woodrow Lane Denton, TX 76205	40%
Denton County Juvenile Detention Facility 127 N. Woodrow Lane Denton, TX 76205	40%
Denton County Pre-Trial 1406 Troy H. LaGrone Drive Denton, TX 76205	40%

#### PREPAID CALLING CARDS

##### DESCRIPTION:

Upon receipt of your written request, we will provide you with inmate Prepaid Calling Cards for resale to inmates at the Facilities specified in the chart below. Prepaid Calling Cards are not returnable or refundable; all sales are final. Each Prepaid Calling Card will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If you authorize us, we will deal with your third-party commissary operator ("Commissary Operator") for the sole purpose of selling Prepaid Calling Cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for Prepaid Calling Cards sold to Commissary Operator on your behalf.

##### TAXES:

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Provider will invoice Customer for each order of Prepaid Calling Cards. Customer agrees to pay the invoice within thirty (30) days, including all applicable sales taxes and other regulatory charges. Customer may provide a Sales and Use Tax Resale Certificate to Provider stating that Customer will be responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will not charge applicable sales taxes on Customer invoices for Prepaid Calling Cards purchases.

##### COMPENSATION:

The face value of the Cards less the applicable percentage specified in the chart below plus any applicable sales tax and shipping charges shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then we reserve the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice price of the Cards plus any accrued interest from any amounts we owe you until paid in full. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the amounts owed exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice. All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless Customer provides us a valid reseller's certificate before the time of sale.



**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Discount Percentage
Denton County Jail 127 N. Woodrow Lane Denton, TX 76205	82.1%
Denton County Juvenile Detention Facility 127 N. Woodrow Lane Denton, TX 76205	82.1%
Denton County Pre-Trial 1406 Troy H. LaGrone Drive Denton, TX 76205	82.1%

**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
Denton County Jail 127 N. Woodrow Lane Denton, TX 76205	82.1%
Denton County Juvenile Detention Facility 127 N. Woodrow Lane Denton, TX 76205	82.1%
Denton County Pre-Trial 1406 Troy H. LaGrone Drive Denton, TX 76205	82.1%

**THREADS™**

The THREADS™ application is available to Customer at Customer's option and upon Customer's prior written consent as follows:

**DESCRIPTION:**

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and

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data imported by other community members. Customer's use of THREADS™ is governed by and conditioned upon the terms set forth herein.

#### COMPENSATION:

If Customer exercises its option to implement the THREADS™ application within ninety (90) days from this Schedule Effective Date, it may do so in consideration for an annual license fee of \$38,000.00. After such 90-day option period, the annual license fee shall be subject to change and a separately executed amendment to this Agreement. Provider will invoice Customer for such license fee, and payment shall be due and payable within thirty (30) days after the invoice date. After such 30-day period, then we reserve the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice from amounts owed from your earned commissions.

#### COMMUNITY FEATURE:

Customer has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. Customer acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

#### TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the THREADS™ application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the THREADS™ application.

2. Customer acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.

3. Customer understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "AS IS." Customer further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its sole discretion that the THREADS™ application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the THREADS™ application and shall have no further liability or responsibility to Customer with respect thereto.

4. Provider shall have no liability to Customer (or to any person to whom Customer may have provided data from the THREADS™ application) for any loss or injury arising out of or in connection with the THREADS application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the THREADS™ application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THREADS™ APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE THREADS™ APPLICATION OR THE UNAVAILABILITY THEREOF.

5. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the THREADS™ application or information obtained in connection therewith.

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## LOCATION BASED SERVICES

The Location Based Services application is available to Customer at Customer's option and upon Customer's prior written consent as follows:

### DESCRIPTION

Securus' Location Based Services ("LBS") provides Customer with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Securus device by an inmate confined at a Customer Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by Customer. When a mobile device user's prior approval is required by law for MLD to be provided to Customer, such approval will be obtained in accordance with wireless carrier-approved disclosure and opt-in processes. LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. Customer's use of LBS is governed by and conditioned upon the terms set forth herein.

### COMPENSATION:

If Customer exercises its option to implement the LBS application within ninety (90) days from this Schedule Effective Date, it may do so in consideration for an annual license fee of \$38,000.00. After such 90-day option period, the annual license fee shall be subject to change and a separately executed amendment to this Agreement. Provider will invoice Customer for such license fee, and payment shall be due and payable within thirty (30) days after the invoice date. After such 30-day period, then we reserve the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice from amounts owed from your earned commissions.

### TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Location-Based Services application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use by Customer of the Location-Based Services application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Location-Based Services application.
2. Customer acknowledges that the information available through the Location-Based Services application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to Location-Based Services to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the Location-Based Services application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Location-Based Services application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the Location-Based Services application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.
3. Customer understands and acknowledges that all information used and obtained in connection with the Location-Based Services application is "AS IS." Customer further understands and acknowledges that Location-Based Services uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the Location-Based Services application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Location-Based Services application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the Location-Based Services application. Moreover, if Provider determines in its sole discretion that the Location-Based Services application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Location-Based Services application and shall have no further liability or responsibility to Customer with respect thereto.
4. Provider shall have no liability to Customer (or to any person to whom Customer may have provided data from the Location-Based Services application) for any loss or injury arising out of or in connection with the Location-Based Services application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the Location-Based Services application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOCATION-BASED SERVICES APPLICATION. PROVIDER DOES NOT GUARANTEE



OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LOCATION-BASED SERVICES APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE LOCATION-BASED SERVICES APPLICATION OR THE UNAVAILABILITY THEREOF.

5. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the Location-Based Services application or information obtained in connection therewith.

#### CALLING RATE TABLE

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

All calls:

	<u>Surcharge*</u>	<u>1st Minute</u>	<u>Add'l Minute</u>
Local Calls	\$2.50	\$0.00	\$0.00
IntraLATA/Intrastate	\$2.50	\$0.00	\$0.00
IntraLATA/Interstate	\$2.50	\$0.00	\$0.00
InterLATA/Intrastate	\$2.50	\$0.00	\$0.00
InterLATA/Interstate	\$2.50	\$0.00	\$0.00

Plus applicable taxes and other government fees; international rates, if applicable will vary by country.

\*Based on 15-minutes increments.



**Exhibit A: Customer Statement of Work**

**DENTON COUNTY (TX)**

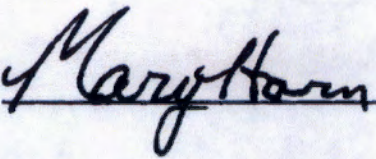
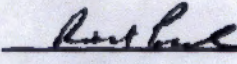
**A002950**

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 Denton County, Texas ("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 SCP services needed to support the required number and type of phones and other components, including 2 Lobby Kiosks and 1 Booking Kiosk according to Exhibit B (attached hereto and incorporated by reference) and storage for 30 Days / Purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges

**EXECUTED as of the Effective Date.**

<p><u><b>CUSTOMER:</b></u></p> <p>Denton County, Texas</p> <p>By: <u></u></p> <p>Name: _____</p> <p>Title: _____</p>	<p><u><b>PROVIDER:</b></u></p> <p>Securus Technologies, Inc.</p> <p>By: <u></u></p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</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



**Exhibit B: Kiosk Statement of Work  
DENTON COUNTY (TX)  
A002950**

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

WHEREAS, TouchPay Holdings, LP ("TouchPay"), a Texas Limited Partnership, whose address is 7801 Mesquite Bend Drive, Irving, Texas 75063, provides electronic payment services, network services, terminal driving and other related services for free standing electronic payment kiosks for its clients; and

WHEREAS, Securus has entered into an agreement with Customer whereby Securus provides certain services to the Customer, individually or through the use of a third party; and

WHEREAS, in addition to the services provided under the Agreement, Securus will install and operate the Kiosk(s) as described herein through its third party provider, TouchPay.

**I. DEFINITIONS.**

- A. Implementation Project Plan shall mean a detailed "roadmap" of events that need to occur in order to successfully complete any given project in a timely manner, error free and within budget constraint parameters.
- B. Kiosk shall mean the hardware and software necessary to provide remote electronic financial transactions.
- C. Kiosk Operations Outsourcing shall mean having a third party involved in the owning, operating, replenishing of supplies and performing various maintenance functions on various Kiosk devices.
- D. Kiosk Site Survey shall mean a physical visit by trained technicians to a potential installation site to determine the appropriateness and suitability of a specific location that would potentially be used for hardware installation.
- E. Network Operating Regulations means the bylaws, rules and regulations of the Network Organizations, as amended from time to time, and as such exist from time to time.

**II. PAYMENTS.**

- A. Securus, through its third party provider, TouchPay, will provide a premises-based proprietary Lobby Kiosk, a Booking Kiosk, an Interactive Voice Response System ("IVR"), an on-line Web Payment Portal ("Web"), and a Retail Walk-in locations for the processing of certain payment-related services, as set forth herein, which would enable Securus to accept payments from Clients (herein "Client" shall mean the depositor of funds into a specified account) for the purpose of transferring payments from such Client to Customer.
- B. For all services and provisions designated below, all fund amounts, including all cash and all approved credit/debit payments deposited for the benefit of Client, shall be transferred in real time, if available, or as soon as the system allows, into the appropriate accounts and be immediately available for use. Provider, through TouchPay, shall electronically transfer said funds through an automated clearinghouse (ACH) or similar banking system, into the Customer's designated inmate trust banking account within ninety-six (96) hours after the deposits are authorized and accepted by Provider. Provider will monitor all transactions and take reasonably appropriate actions to help prevent fraudulent transactions by implementing the recovery procedures.
- C. For all Debit Release Card services through TouchPay, the entire balance of funds in inmate's account shall be made available for transfer to inmate's pin-based debit card upon inmate's release from Facility, and said funds shall be immediately available for inmate's use.
- D. Fees for Services.

In coordination with the installation of the products listed in the Scope of Service, Client agrees to the following configuration:

Facility Size (ADP)	100-200	200-350	350-500
Phone Account Payments	Required	Required	Required
Trust Account Payments	Required	Required	Optional
Self Release (Bail) Payments	Required	Required	Optional
Kiosk Canned Messaging	Required	Optional	Optional
Accept Payments at Windows	No	No	Optional
Accept Money Order Payments	No	Optional	Optional



### Inmate Phone Deposits

For cash, credit/debit card and ACH transactions for Inmate Phone Deposits, TouchPay will charge the Client/Depositor a base fee as follows:

Deposit Amount	Fee Lobby Kiosk / Counter top	Fee Website	Fee Transaction by Phone/IVR
0-\$20.00	\$3.50	\$7.95	\$7.95
\$20.01-\$100.00	\$4.50	\$7.95	\$7.95
\$100.01-\$200.00	\$5.50	\$7.95	\$7.95
<b>Canned Messaging</b>	\$2.00		

For each credit/debit card Phone Deposit, TouchPay will charge the Client the base fee as listed above plus 3.5% of the face amount of each transaction. Fees are subject to change depending on the deployment of other equipment.

For Retail Walk-in location transactions, TouchPay will charge the Client the Base Fee above plus \$2.00 for each transaction.

### Trust/Commissary Deposits

For cash, credit/debit card and ACH transactions for Trust/Commissary Deposits, TouchPay will charge the Client/Depositor a base fee as follows:

Deposit Amount	Fee Lobby Kiosk / Counter top	Fee Website	Fee Transaction by Phone/IVR
0-\$20.00	\$4.00	\$4.00	\$4.00
\$20.01-\$100.00	\$5.00	\$5.00	\$5.00
\$100.01-\$200.00	\$6.00	\$6.00	\$6.00
<b>Canned Messaging</b>	\$2.00		

For each credit/debit card Trust/Commissary Deposits, TouchPay will charge the Client the base fee as listed above plus 3.5% of the face amount of each transaction. Fees are subject to change depending on the deployment of other equipment.

For Retail Walk-in location transactions, TouchPay will charge the Client the Base Fee above plus \$2.00 for each transaction.

### Self-Release (Bail) Deposits

For cash, credit/debit card and ACH transactions for Self Release (Bail) Deposits in a trust fund account, TouchPay will charge the Client/Depositor a base fee as follows:

Deposit Amount	Fee Lobby Kiosk Cash	Fee Lobby Kiosk CC/DC	Fee Transaction by Website	Fee - Transaction by Phone/IVR
\$0.00-\$100.00	\$5.00	\$5.00 + 7.5%	\$5.00 + 7.5%	\$5.00 + 7.5%
\$100.01-\$2,500.00	Additional \$5.00 per \$100.00 increment	\$10.00 + 7.5%	\$10.00 + 7.5%	\$10.00 + 7.5%
\$2,501.00-\$9,500.00	Additional \$5.00 per \$100.00 increment	N/A	N/A	N/A

Note: \*Maximum cash deposit can be increased to \$9,500.00 at Customer request.

For Retail Walk-in location transactions, TouchPay will charge the Client the Base Fee above plus \$2.00 for each transaction.

### **III. SCOPE OF SERVICES**

Securus will install two (2) Lobby Kiosks and one (1) Booking Kiosk on the Customer's premises at locations mutually agreed by Customer and Provider.

- A. Securus shall create, and assist Customer in creating, an interface between TouchPay's system and the Customer's and Provider's computer and network systems to accomplish electronic transfer of funds to Customer's accounting system.

PROPERTY OF DENTON CO



- B. Customer's JMS Provider will provide Securus a list of payment types as well as the payment amount for each transaction type.
- C. Prior to the installation of any hardware that may be necessary for the payment services, Customer shall provide Securus with information regarding the location on Customer's premises where the Kiosk and / or Countertop terminal(s) shall be located. Customer shall prepare the site for the kiosk(s), according to TouchPay's reasonable instructions. Power and Internet connections are Customer's sole responsibility.
- D. Title to all hardware provided by Securus for the purpose of providing payment services shall remain solely that of TouchPay or Securus as TouchPay's licensee. Within 30 days of the expiration or earlier termination of this Agreement, or within 30 days of receiving notice from Customer, whichever is shorter, Securus shall, at its own expense, remove all of its hardware from Customer's premises.
- E. TouchPay shall bear all risk of loss or damage to the hardware. Customer shall not be liable for any loss or damage to the hardware.
- F. Debit Release Cards – Debit release cards will be provided at no charge to the Facility, and may be used to issue refunds for inmate trust and/or phone account balances at time of release.
- G. Securus shall repair or replace a defective hardware within 48 hours of notice to Securus at the address designated for notice in the Agreement.

#### IV. DUTIES OF THE PARTIES

##### A. Securus.

1. Securus, through its third party vendor, TouchPay, shall conduct a Kiosk Site Survey and develop an Implementation Project Plan at Securus' expense.
2. Securus shall provide, install, and operate products according to the Scope of Services above, at the Customer's location at Securus' expense. The Kiosk(s) shall remain the property of TouchPay or Securus as TouchPay's licensee at all times during the Term of this Agreement and shall be returned to Securus (i) at the expiration or earlier termination of the Agreement or (ii) the termination of the Kiosk services under this Exhibit, whichever occurs first. Securus shall set up the Kiosk in a manner Securus deems to be best for transaction and revenue generating capabilities.

Securus may remove a Kiosk previously deployed if, in its sole and reasonable discretion, Securus deems the Kiosk to be unprofitable, unsafe to operate or maintain, or is otherwise determined by Securus to be in an undesirable location for a Kiosk.

3. Securus, through TouchPay, is responsible for cash removal from the Kiosk on a regular basis, and will be responsible for all maintenance of the Kiosk.

##### B. Customer.

1. Customer shall provide a secure location at which the Kiosk(s) shall be installed. For reasons of safety and security, the Kiosk must be attached securely to the floor of the Customer location.
2. Customer shall provide all electrical power and network connectivity necessary for the operation of the Kiosk at the Customer location.
3. Customer shall cooperate with Securus and TouchPay by providing such assistance as is necessary for the installation and operation of the Kiosk at the Customer location, allow customers unrestricted access to the Kiosk to conduct transactions and allow unrestricted access to the Kiosk to TouchPay, or its designees, for maintenance of the Kiosk and provide such additional assistance as is necessary to enable the performance of the services.
4. Customer shall allow Securus to perform marketing services to promote usage of the Kiosk to the public.

EXECUTED as of the Agreement Effective Date.

<p><b>CUSTOMER:</b> Denton County, Texas</p> <p>By: <u>Mary Ham</u> Name: _____ Title: _____</p>	<p><b>PROVIDER:</b> Securus Technologies, Inc.</p> <p>By: <u>Robert Pickens</u> Name: Robert Pickens Title: Chief Operating Officer</p>
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**PROPERTY OF DENTON COUNTY**



**SECOND AMENDMENT TO  
MASTER SERVICE AGREEMENT**

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by a party ("Second Amendment Effective Date") and amends and supplements that certain Master Service Agreement with an Effective Date of on or about October 30, 2013 ("Agreement") by and between Denton County, Texas ("Customer") and Securus Technologies, Inc. ("Provider").

**WHEREAS**, Customer and provider agree to modification of certain terms of their Agreement pursuant to the terms and conditions outlined below;

**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:

**TERM AND SCOPE.** This Second Amendment will commence on the Second Amendment Effective Date and will remain in effect through the term of the Agreement. Except as otherwise modified herein, each and every provision of the parties' Agreement shall remain in full force and effect.

**SECURUS VIDEO VISITATION**

Provider shall deploy a Video Visitation system at the Facility named in the chart below during the Initial Term of the Agreement (See Attachment 1); provided, however, that any additional video terminals not included in the original site survey will be sold to Customer at \$4,500 each: Provider is not obligated to provide additional terminals beyond those specifically described in this Agreement.

**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 fee of up to \$15.00, 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 fee of \$20.00 or \$40.00 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.

During the Term of this Agreement, Customer will utilize its best efforts to allow the full utilization of the Video Visitation System at the Facility for paid remote Video Visitation sessions, including without limitation:

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. For non-professional visitors, Customer will eliminate all face to face visitation through glass or otherwise at the Facility and will utilize video visitation for all non-professional on-site visitors.
3. Customer will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
4. 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 the parties' Agreement, add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call; and (c) issue a joint press release regarding the execution of this agreement by both parties.
5. All on-site Video Visitation sessions shall be required to be scheduled at least 24 hours in advance, where practicable. Once available, on-site visits in excess of the 2 free visits per inmate per week will be at the same session fee as remote sessions.
6. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at [www.securustech.net](http://www.securustech.net).
7. Within six (6) months following deployment of the Video Visitation System, Customer shall endeavor to reach at least one (1) remote paid Video Visitation session per inmate per month.

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.

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

Provider shall pay Customer the commission percentage of the session fees 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 30<sup>th</sup> 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	Type of Video Visitation	Video Visitation Commission Percentage	Payment Address
Denton County Jail	Remote Paid	20%*	Denton County Auditor's Office P.O. Box 2055 Denton, TX 76202

\*Provider will pay the 20% commission percentage for only those months during which the Facility has achieved at least 2,172 remote paid visits or greater; provided, however, that Customer shall pay Provider \$6,000.00 per month for the first 36 months of the Agreement toward Provider's costs in installing the system. 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 1,448 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 any and all Jail Management System (JMS) and Commissary integration fees as well as electrical installation, unless otherwise specified on Attachment 1.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the First Amendment Effective Date by their duly authorized representatives.

Denton County, Texas

Securus Technologies, Inc.

By:

By:

Name:

Mary Horn

Name:

Robert Pickens

Title:

Denton County Judge

Title:

President

Date:

7.8.14

Date:

**Please return signed document to:**

14851 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300





This Mutual Nondisclosure Agreement (this "Agreement") is made as of the last date signed by a party (the "Effective Date") by and between Securus Technologies, Inc., a Delaware corporation, with an address of 14851 Dallas Parkway, Suite 600, Dallas, Texas 75254 ("Securus"), and Denton County with an address of 127 N. Woodrow Lane, Denton TX 76205 ("Company").

1. **Business Purpose.** Securus and Company anticipate that each party may disclose certain confidential or proprietary information to the other party for the purpose of evaluating a potential business relationship or subsequently performing obligations pursuant to such relationship ("Permitted Purpose").

2. **Definition of Confidential Information.** "Confidential Information" consists of all information disclosed by one party to the other party (whether orally, visually, in writing, or in electronic or other tangible form or otherwise) related to the disclosing party's business, products, processes, and services, including, without limitation, any information, process, technique, algorithm, program, design, drawing, formula or test data relating to any research project, know-how, trade secrets, customer lists, business volumes or usages, financial information, software documentation, source codes, design documents, trusted technology, work in process, future development, product development plans, marketing and business strategy plans, pricing information; strategic alliance information; engineering, manufacturing, marketing, servicing, financing, or personnel matter, present or future products, sales, suppliers, clients, customers, employees, investors, or business; trade secrets; know-how; business volumes or usages; software documentation, source codes; intellectual property; inventions; ideas; concepts; technology; specifications; designs; methods; systems; computer programs; works of authorship; financial information; and strategies. Confidential Information also includes, without limitation, such information of the disclosing party's affiliates.

3. **Exceptions to Confidential Information.** Confidential Information shall not include information that: (i) was publicly known at the time of disclosure or becomes publicly known through no fault of, or breach by, the receiving party; (ii) is known by the receiving party without an obligation of confidentiality at the time of receiving such information; (iii) is rightfully received by the receiving party from a third party without restriction on disclosure; (iv) is independently developed by the receiving party without any breach of this Agreement; (v) is required to be disclosed by law or judicial or government order, provided that, if possible, the receiving party shall promptly notify the disclosing party prior to such required disclosure and shall make a reasonable effort to obtain a protective order requiring that the Confidential Information be used only for the purposes for which the order was issued; (vi) is disclosed to establish rights or enforce obligations under this Agreement, provided that the Confidential Information shall be disclosed only to the extent necessary; or (vii) is the subject of written permission to disclose provided by the disclosing party.

4. **Standard of Care.** The receiving party shall maintain in confidence and shall not disclose Confidential Information, using the same degree of care, but no less than reasonable care, as the receiving party uses to protect its own confidential information of a similar nature. The receiving party may disclose Confidential Information only to the receiving party's employees, legal and financial advisors, and auditors who (a) have a need to know such Confidential Information, (b) are made aware of the Confidential Information's confidential nature, and (c) are subject to confidentiality obligations substantially similar to the ones herein.

5. **Restrictions on Use.** The receiving party may use the Confidential Information only for the Permitted Purpose and shall not use the Confidential Information for any other purpose. Confidential Information shall not be reproduced in any form except as required for the Permitted Purpose. Confidential Information shall not be used for any purpose or in any manner that would constitute a violation of any laws or regulations, including, without limitation, the export control laws of the United States. Neither party shall decompile, reverse engineer, or disassemble any portion of the other party's hardware or software. The receiving party shall not remove any proprietary rights legend from, and upon the disclosing party's reasonable written request shall add such legend to, materials disclosing or embodying Confidential Information. All Confidential Information and all materials that disclose or embody Confidential Information shall be returned to the disclosing party upon written request of the disclosing party or upon termination of this Agreement.

6. **Intellectual Property Rights.** As between the parties, all Confidential Information shall remain the exclusive property of the disclosing party. The disclosing party does not grant a license (by implication or otherwise) under any of its copyrights, patents, trade secrets, trademarks, trade name rights or any other intellectual property rights as a result of the disclosure of the Confidential Information to the receiving party or as a result of this Agreement.

7. **No Warranties.** All Confidential Information disclosed under this Agreement is disclosed 'as-is', 'where is' and without warranty of any kind, implied or otherwise, including, but not limited to, fitness for purpose, merchantability, completeness or reliability.

8. **Relationship of Parties.** The parties agree that neither party has any obligation under this Agreement to enter into any other agreement or relationship with the other party and that no agreement relating to a business relationship between the parties shall arise unless and until a definitive agreement relating to such business relationship is memorialized in writing by both parties.

9. **Term.** This Agreement shall terminate three (3) years after the Effective Date.

10. **Successors and Assigns.** This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns.

11. **Waiver.** Any waiver of any provision of this Agreement must be in writing. Any waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

12. **Injunctive Relief.**

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas. Venue for any action to enforce the terms and conditions of this Agreement shall be the state and federal courts located in Denton County, Texas.



14. Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Agreement may be amended only by written agreement executed by both parties.

EXECUTED as of the Effective Date.

<b>Securus Technologies, Inc.</b>	<b>Denton County, Texas</b>
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Name: <u>Robert Platen</u>	Name: <u>Mary Horn</u>
Title: <u>CEO</u>	Title: <u>Denton County Judge</u>
Date: <u>2-26-14</u>	Date: <u>February 4, 2014</u>





**THIRD AMENDMENT TO  
MASTER SERVICES AGREEMENT**

This **THIRD AMENDMENT** ("Third Amendment") is effective as of the last date signed by a party ("Third Amendment Effective Date") and amends and supplements that certain Master Services Agreement with an Effective Date of on or about October 30, 2013 ("Agreement") by and between Denton County, Texas ("Customer") and Securus Technologies, Inc. ("Provider").

**WHEREAS**, Customer desires and Provider agrees to extend the Term of the Agreement and to deploy the ConnectUs Inmate Service Platform ("ConnectUs") on tablets pursuant to the terms and conditions outlined below;

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

1. **AMENDMENT EFFECTIVE DATE.** This Third Amendment shall commence on the Third Amendment Effective Date and shall remain in effect through the term of the Agreement.
2. **TERM.** This Third Amendment shall commence on the Third Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, Section 4 of the Agreement is hereby amended to reflect that the Term shall be renewed and extended by 12 months with a modified end date of October 30, 2018. 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.
3. **MODIFICATION OF USE OF APPLICATIONS PROVISION.** Paragraph 2 entitled "Use of Applications" on Page 1 of the Agreement shall be deleted in its entirety and replaced with the following:
  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 facility or facilities identified in the Schedule (the "Facility" or "Facilities"). You are responsible for the manner in which you and your respective users 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. With the exception of the Keefe Edge Exchange Communication, a two-way system solely between the Facility and the inmate to submit request forms, during the term of this Agreement, Provider will 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 at all existing and future correctional facilities under the authority of Customer and in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.
4. **MODIFICATION OF VIDEO VISITATION TERMS.** The provisions numbered 1 - 7 on page 1 of the Second Amendment to the parties' Agreement are hereby deleted and replaced with the following:
  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 Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at [www.securustech.net](http://www.securustech.net).



4. Within six (6) months following deployment of the Video Visitation System, Customer shall endeavor to reach at least one (1) remote paid Video Visitation session per inmate per month.
5. **TABLETS.** We will provide 12 tablets with the 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. We will provide the tablets at no cost to the Customer. If, however, the tablets are damaged or destroyed, Customer will, at Customer's sole expense, reimburse Provider \$175 per tablet. Moreover, Provider will have no liability to Customer for any loss or injury arising out of or in connection with the tablets or Customer's or inmates' use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the tablets, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, will never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages.

PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TABLETS. 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 TABLETS OR THE UNAVAILABILITY THEREOF. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's or inmates use of the tablets.

***All terms and conditions of the Agreement not amended by this Third Amendment remain in full force and effect.***

***All capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.***

**IN WITNESS WHEREOF,** the parties have executed this Third Amendment as of the Third Amendment Effective Date by their duly authorized representatives.

**DENTON COUNTY, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Mary Horn*  
*Mary Horn*  
*County Judge*  
*8.8.17*

**SECURUS TECHNOLOGIES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Robert Pickens*  
Robert Pickens  
President  
*8.23.17*



