

**Master Services Agreement
BARRON COUNTY (WI)
A002856**

This Master Services Agreement (this "Agreement") is by and between Barron County Sheriff Department ("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 will be effective as of the later of May 1, 2018 or the last date signed by either party (the "Effective Date").

Whereas, the Customer desires and Provider agrees that Provider will install an inmate telecommunication system and will provide telecommunications and maintenance services according to the terms and conditions set forth herein and in the attached Schedule(s) and Statement of Work, which are incorporated by reference;

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 provide certain inmate-related services and applications (the "Application(s)") to 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 will govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time will 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 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. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider will be the sole and exclusive provider of the inmate telecommunication systems and inmate video visitation system.
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") will begin on the Effective Date and will end on the date that is 36 months thereafter. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, this Agreement will automatically renew for up to two successive periods of 12 months each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement will continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
5. Service Level Agreement and Limited Remedy. We are committed to providing you with reliable, high quality Applications, and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.
6. Software License. We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). In connection therewith, Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users, and (ii) it will monitor and ensure that its licensed end users comply with all Provider Use Terms and Conditions and as directed herein. 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 will be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, the Applications, and related records, data, and information (excepting recorded communications and, if applicable, e-mails, for which you retain ownership) will at all times remain our sole and exclusive property unless prohibited by law, in which event, we will have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. 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. Private Number Designation. We will provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.

10. Confidentiality and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") will at all times remain confidential to Provider. Customer understands and acknowledges that Provider, as a common carrier, is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). Customer understands and acknowledges that such Confidential Information may be exempt from public disclosure and 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 will 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.

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

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

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

13. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, the non-defaulting party will 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 30 days after receipt of the notice of default, the non-defaulting party will have the right to terminate this Agreement upon 30 days' written notice and to pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the 30 day cure period will be extended to 90 days if the default is not reasonably susceptible to cure within such 30 day period, but only if the defaulting party has begun to cure the default during the 30 day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if Customer breaches its obligations in the section entitled "Software License" or the section entitled "Confidentiality", Provider will have the right to terminate this Agreement immediately.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY WILL 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, WILL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE 12 MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

15. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon 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; actions you take for security reasons (e.g., Lockdowns); or acts of God) negatively impact our business; however, we will 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 that are subject to change from time-to-time and that nothing contained herein to the contrary will restrict Provider from taking any steps necessary to perform in compliance therewith.

16. 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 will 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.

17. 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 will use reasonable efforts to remove such causes of non-performance.

18. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute will be in writing and will 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 will be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – 5 days after deposit; and courier – when delivered as shown by courier records.

19. 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 will not be construed so as to create such status. The rights, duties, and obligations contained herein will operate only between the parties and will 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 will 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.

20. Miscellaneous. This Agreement will be governed by and construed in accordance with the laws of the state where the Facility is located. No waiver by either party of any event of default under this Agreement will 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 will remain unaffected. This Agreement will 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 will 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 will 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 be modified only 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, will 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 will be fully effective as an original, and all of which together will 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 will 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:

Barron County Sheriff Department

By: 

Name: Timothy Evenson

Title: Jail Captain

Date: 4/27/18

Customer's Notice Address:

1420 State Hwy 25 North
Barron, WI 54812

PROVIDER:

Securus Technologies, Inc.

By: _____

Name: Robert E. Pickens

Title: President and Chief Executive Officer

Date: _____

Provider's Notice Address:

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

Provider's Payment Address:

4000 International Parkway
Carrollton, Texas 75007
Attention: Accounts Receivable

Please return signed contract to:

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

Schedule
BARRON COUNTY (WI)
A002856

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and Barron County Sheriff Department ("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 will be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

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

SCP provides the ability to store call recordings in secure, redundant environment. We will store call recordings for a period of 30 days from the date of recording, after which they will be permanently deleted. SCP also provides you with the ability to download and store call recordings. You are solely responsible for preserving any call recordings beyond the storage period by downloading them to a separate storage medium.

SCP also includes the ability to integrate inmate Debit accounts. 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 and family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by friends and 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 to complete the call and pay for the call using the inmate's Debit account. If implemented, Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. If implemented, Customer also 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:

Collect and Inmate Debit Calls. We will pay you commission (the "Commission") based on the Gross Revenues that we earn through the completion of collect and inmate Debit calls, excluding interstate calls, placed from the Facilities as specified in the chart below. "Gross Revenues" means all gross billed revenues relating to completed collect and inmate Debit calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. For inmate Debit calls, Provider reserves the right to deduct call credits from Gross Revenue. We will 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 will be final and binding upon you unless we receive written objection within 60 days after the Payment Date. Your payment address is as set forth in the chart below. You will notify us in writing at least 60 days before a Payment Date of any change in your payment address.

Customer acknowledges and agrees that we are paying the Commission for the exclusive right to provide inmate telephone services to inmates in Customer's Facility(s), and that any taxes assessed on Commission payments are the sole responsibility of Customer.

In addition, Provider will 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.

Signing Bonus. On the first day of the month following this Schedule Effective Date, we will pay you a one-time signing bonus of \$60,000. If the Agreement is terminated for any reason before the end of the Initial Term, you will refund to us an amount equal to the signing bonus times a fraction, the numerator of which is the number of months between the date of termination and the end of the Initial Term, and the denominator of which is the number of months in the Initial Term plus interest on the prorated amount in the amount of the lower of (a) 15% per annum and (b) the maximum rate allowed by law. You will pay any such refund within 10 days after any such termination, or at our election, we may deduct the refund from any Commission we owe you. All signing bonus payments will be final and binding upon you unless we receive written objection within 60 days after the signing bonus has been paid to you. Customer acknowledges and understands that the signing bonus is a one-time payment, not a recurring or annual payment.

Advanced Commissions. On the first day of the month following this Schedule Effective Date, we will pre pay you a Guaranteed First Year Commission in the amount of \$108,000 (the "Prepaid Commission"). Other than the Prepaid Commission, no Commission will be paid to Customer until one year lapses from the Effective Date of the Initial Term of this Agreement. Starting on the first annual anniversary of the Effective Date, the Commission will be paid in accordance with the chart following this paragraph. If this Agreement is terminated for any reason other than our default, then the Customer will, within 15 days of the termination date, refund any unearned portion of the Prepaid Commission. All Prepaid Commission payments will be final and binding upon you unless we receive written objection within 60 days after the Prepaid Commission has been paid to you.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Barron County Sheriff Department 1420 State Hwy 25 North Barron, WI 54812	SCP	82%*	Gross Revenues	--SAME--

Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes.

***Notwithstanding anything to the contrary contained in the Agreement, no commission will be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).**

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 will 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 with all Provider Use Terms and Conditions and as directed herein.

WORKSTATION REQUIREMENTS

Processor	2 gigahertz (GHz) or higher processor
Operating System	Windows XP*, Windows Vista, Windows 7
Browser	Internet Explorer 8, 9 or 10 (newer versions are not supported)
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 will be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance will 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 equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, we will 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 Facility's 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 Facility to add additional third-party software. Ownership of the *Openworkstation* is transferred to the Facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATION(S)*."

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

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

"Priority 1"	30% or more of the functionality of the System is adversely affected by the System Event.
"Priority 2"	5% - 29% of the functionality of the System is adversely affected by the System Event.
"Priority 3"	Less than 5% 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
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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, we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. End-User Billing Services and Customer Care. Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website www.securustech.net, 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).

THREADS™

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

COMPENSATION:

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

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.

THREADS™ 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 will 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 will (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 will 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 will have no further liability or responsibility to Customer with respect thereto.

4. Provider will 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, 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 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 WILL 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.

ICER™

DESCRIPTION:

The ICER™ system provides authorized users the means to detect intra- and inter-Facility inmate-to-inmate communications from multiple sources to generate targeted investigative leads.

VIDEO VISITATION

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

CONNECTUS INMATE SERVICE PLATFORM

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

CALLING RATES

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



Exhibit A: Customer Statement of Work
BARRON COUNTY (WI)
A002856

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 Barron County Sheriff Department ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work will be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below will 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. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Schedule Effective Date.

CUSTOMER:

Barron County Sheriff Department

By: 

Name: Timothy Everson

Title: Sail Captain

PROVIDER:

Securus Technologies, Inc.

By: _____

Name: Robert E. Pickens

Title: President and Chief Executive Officer

Please return signed contract to:

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

**Schedule: SECURUS VIDEO VISITATION
BARRON COUNTY (WI)
A002856**

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

In addition to the Applications otherwise being provided to Customer pursuant to the Agreement, Provider will continue to provide the Video Visitation System that is currently deployed at the Facility(s).

TERMS:

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

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

If applicable, all recorded Video Visitation sessions will have a standard retention of 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 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 30 days. Further, it is Customer's sole responsibility to (i) establish and communicate its policies regarding the monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide for appropriate accommodations to allow for non-recorded visits, as necessary.

COMPENSATION: (Paid Remote Video Visitation Only)

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

Type of Video Visitation	Video Visitation Payment (Paid Remote Video Visitation Only)
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Remote Paid	20%*
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* Video Visitation Payments 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 and a minimum of one remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than 135 per month, Provider reserves the right, to renegotiate payment hereunder or discontinue the services.

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

WARRANTY: Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of 12 months from the date of installation of the Hardware Components. This warranty will be conditional on Customer's compliance with the provisions of this Warranty section.

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

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

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

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

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

LEGALITY/LIMITED LICENSE AGREEMENT: For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Customer may utilize settings to disable the monitoring and recording function to prevent monitoring and recording of private sessions (i.e., attorney client privileged communications, clergy visits, etc.) which will be Customer's sole responsibility to identify, approve and disable. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining

equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

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


CUSTOMER:

Barron County Sheriff Department

By: _____

Name: _____

Title: _____


Timothy Evanson
Jail Captain

PROVIDER:

Securus Technologies, Inc.

By: _____

Name: Robert E. Pickens

Title: President and Chief Executive Officer

**Schedule: ConnectUs Inmate Service Platform
BARRON COUNTY (WI)
A002856**

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

CONNECTUS INMATE SERVICE PLATFORM

DESCRIPTION:

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

GENERAL TERMS AND CONDITIONS:

1. PROVISION OF SERVICE

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

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

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

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

2.3 Use and Restrictions.

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

disassemble, or attempt to derive source code from any Provider Property; or (v) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Provider Property.

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

3. FEES AND PAYMENT TERMS

- 3.1 Provider will continue to provide the currently deployed Video Visitation, Inmate Handbook (.PDF), Third Party Vendor Commissary, and Inmate Sick Form ConnectUs Applications. The cost of these applications was considered and included in offering the Commission Percentage, Remote Visitation Payment, and other terms in this Agreement.
- 3.3 Customer will be responsible for all Jail Management System and Commissary integration fees, if applicable, as well as electrical wiring installation.

4. WARRANTIES AND LIMITATIONS

4.1 Service Warranties.


- (a) Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components.
- (b) Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Provider make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

4.2 Limitation of Warranty.

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

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

EXECUTED as of the Schedule Effective Date.

<u>CUSTOMER:</u> Barron County Sheriff Department By:  Name: <u>Timothy Evenson</u> Title: <u>Tail Captain</u>	<u>PROVIDER:</u> Securus Technologies, Inc. By: _____ Name: Robert E. Pickens Title: President and Chief Executive Officer
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ConnectUs Inmate Service Platform

SALES ORDER FORM

SERVICE DESCRIPTIONS

APPLICATIONS

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

Video Visitation Application

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

Phone Call Application

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

Inmate Forms (Grievance) Application

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

Third Party Vendor Commissary Application

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

Website Education Application (URL)

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

Inmate Videos Application (.MP4)

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

Inmate Handbook Application (.PDF)

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

Emergency Visitation Application

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

Sick Call Application

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

Self-Op Commissary Ordering Application

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

Job Search Application

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

Law Library Application

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

SALES ORDER FORM**PRICE PAGE**

Securus Inmate Services Platform - Price List					
Type	Description	One Time / Recurring	Price/Unit	QTY	Total
Hardware	Video Visitation Terminals - Single Handset (Inmate)	One Time	\$ 4,000	0	\$ -
	Video Visitation Terminals - Single Handset (Visitor)	One Time	\$ 4,000	0	\$ -
	Video Visitation Terminals - Dual Handset (Visitor)	One Time	\$ 4,250	0	\$ -
	Mobile Cart, Including UPS Battery Backup	One Time	\$ 1,440	0	\$ -
Installation and Implementation (Software Application is one time per App, per contract)	Networking Wiring	One Time	\$ 500	0	\$ -
	Electrical Wiring*	One Time	\$ 1,500	0	\$ -
	Hardware Installation	One Time	\$ 500	0	\$ -
	JMS and 3rd Party Vendor Integration**	One Time	\$ -	0	\$ -
	Software Application Setup:	One Time			
	- Securus Video Visitation Application	One Time	\$ -	1	\$ -
	- Phone Call Application	One Time	\$ -	0	\$ -
	- Inmate Forms Application (Grievance)	One Time	\$ -	0	\$ -
	- Inmate Handbook Application (.PDF)	One Time	\$ -	1	\$ -
	- Third Party Vendor Commissary Application	One Time	\$ -	1	\$ -
	- Website Education Application (URL)	One Time	\$ -	0	\$ -
	- Inmate Videos Application (.MP4)	One Time	\$ -	0	\$ -
	- Self-Op Commissary Ordering Application	One Time	\$ -	0	\$ -
	- Emergency Visitation Application	One Time	\$ -	0	\$ -
	- Inmate Sick Form	One Time	\$ -	1	\$ -
	Job Search Application	Recurring	\$ -	0	\$ -
	Law Library Application	Recurring	\$ -	0	\$ -
Annual Subscription and Hosting Fee (per App, per Terminal, per year)	Securus Video Visitation Application	Recurring	\$ -	0	\$ -
	Phone Call Application	Recurring	\$ -	0	\$ -
	Inmate Forms Application (Grievance)	Recurring	\$ -	0	\$ -
	Inmate Handbook Application (.PDF)	Recurring	\$ 5,000	1	\$ 5,000
	Third Party Vendor Commissary Application	Recurring	\$ 5,000	1	\$ 5,000
	Website Education Application (URL)	Recurring	\$ -	0	\$ -
	Inmate Videos Application (.MP4)	Recurring	\$ -	0	\$ -
	Self-Op Commissary Ordering Application	Recurring	\$ -	0	\$ -
	Emergency Visitation Application	Recurring	\$ -	0	\$ -
	Inmate Sick Form	Recurring	\$ 5,000	1	\$ 5,000
	Job Search Application	Recurring	\$ -	0	\$ -
	Law Library Application	Recurring	\$ -	0	\$ -
Misc.	Annual Terminal Extended Hardware Maintenance	Recurring	\$ 500	0	\$ -
	Recurring Telecom	Recurring	\$ -	0	\$ -
	Recording Retention (30 days)	One Time	\$ 100	0	\$ -
	On-Site Training (per day)	One Time	\$ 2,000	2	\$ 4,000
				Term:	3
				One-Time Cost	4,000
				Annual License & Maintenance Cost (per year)	15,000
				Total Cost:	\$ 49,000
				Securus Investment:	\$ -
				Customer Investment:	\$ 49,000
* Customer responsible for electrical wiring					
** Customer responsible for JMS/Commissary Integration Fees, if applicable					

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

RUN DATE: 1/25/2021 4:09:37 PM
Site: BARRON COUNTY SHERIFF DEPT - WI

Process
Contract

Prepaid Collect

Orig. ANI	Local Revenue	Local Mins.	Local Calls	Intralata Revenue	Intra lata Mins.	Intra-lata Calls	Interlata Revenue	Inter lata Mins.	Inter-lata Calls	Interstate Revenue	Inter state Mins.	Inter-state Calls
7155371021	\$799.25	3197	362	\$1,460.75	5843	598	\$625.50	2502	212	\$600.60	2860	358
Total:	\$799.25	3197	362	\$1,460.75	5843	598	\$625.50	2502	212	\$600.60	2860	358

Direct Billed Collect

Orig. ANI	Local Revenue	Local Mins.	Local Calls	Intralata Revenue	Intra lata Mins.	Intra-lata Calls	Interlata Revenue	Inter lata Mins.	Inter-lata Calls	Interstate Revenue	Inter state Mins.	Inter-state Calls
7155371021	\$16.50	66	6	\$1.00	4	1	\$2.00	8	2	\$0.00	0	0
Total:	\$16.50	66	6	\$1.00	4	1	\$2.00	8	2	\$0.00	0	0

Grand Total: \$815.75 3263 368 \$1,461.75 5847 599 \$627.50 2510 214 \$600.60 2860 358

OTHER REVENUE

Revenue Type	Orig. ANI	Items	Revenue	Commission
AIS VMail			\$0.00	\$0.00
Coin-operated Pay Telephones			\$0.00	\$0.00
GTL Dialaround		0	\$0.00	\$0.00
Instant Pay - Pay Now		0		\$0.00
Instant Pay - Text2Connect		0		\$0.00
Legacy Operator Assistant		0	\$0.00	\$0.00
Outbound Voicemail (Interstate)		4	\$0.84	\$0.00
Outbound Voicemail (NonInterstate)		10	\$3.00	\$2.46
SIM		0		\$0.00
Tablets		0	\$0.00	\$0.00
Video Visitation		81	\$481.95	\$96.39
Video Visitation Subscription		0	\$0.00	\$0.00
VMail		0	\$0.00	\$0.00
Total:			\$485.79	\$98.85

MEDIA REVENUE

Rev Type	Orig. ANI	Items	Revenue	Commission
Media - Music		0	\$0.00	\$0.00
Media - Games		0	\$0.00	\$0.00
Media - Games - CDF		0	\$0.00	\$0.00
Media - Movies		0	\$0.00	\$0.00
Media - Movies - CDF		0	\$0.00	\$0.00
Media - Newsstand		0	\$0.00	\$0.00
Media - Newsstand - CDF		0	\$0.00	\$0.00
Media - TV Shows		0	\$0.00	\$0.00
Media - TV Shows - CDF		0	\$0.00	\$0.00

		Total:	\$0.00	\$0.00
eMESSAGING	Stamps Used	Purchase Price of Stamp	Revenue	Commission
	0	\$0.00	\$0.00	\$0.00
Total:		0	\$0.00	\$0.00

Total Revenue: \$3,991.39

Calculated Commission: \$2,480.95

TRAFFIC BREAKDOWN

Call Type	Revenue	Minutes	Calls	Commission
Direct Billed Collect	\$19.50	78	9	\$15.99
Interlata	\$2.00	8	2	\$1.64
International	\$0.00	0	0	\$0.00
Interstate	\$0.00	0	0	\$0.00
Intralata	\$1.00	4	1	\$0.82
Intralata/Interstate	\$0.00	0	0	\$0.00
Local	\$16.50	66	6	\$13.53
Prepaid Collect	\$3,486.10	14,402	1,530	\$2,366.11
Interlata	\$625.50	2,502	212	\$512.91
International	\$0.00	0	0	\$0.00
Interstate	\$600.60	2,860	358	\$0.00
Intralata	\$1,460.75	5,843	598	\$1,197.82
Intralata/Interstate	\$0.00	0	0	\$0.00
Local	\$799.25	3,197	362	\$655.39

Totals: \$3,505.60 14,480 1,539 \$2,382.10

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December, 2020

Ass Date: 1/27/2021 9:48:22 AM

ct ID: I-002856

Site ID: 06008

Intralata/ Interstate Revenue	Intralata/ Interstate Mins.	Intralata/ Interstate Calls	Inter- national Revenue	Inter-national Mins.	Inter- national Calls	Total Revenue	Total Mins.	Total Calls	Commission
\$0.00	0	0	\$0.00	0	0	\$3,486.10	14402	1530	\$2,366.11
\$0.00	0	0	\$0.00	0	0	\$3,486.10	14402	1530	\$2,366.11

Intralata/ Interstate Revenue	Intralata/ Interstate Mins.	Intralata/ Interstate Calls	Inter- national Revenue	Inter-national Mins.	Inter- national Calls	Total Revenue	Total Mins.	Total Calls	Commission
\$0.00	0	0	\$0.00	0	0	\$19.50	78	9	\$15.99
\$0.00	0	0	\$0.00	0	0	\$19.50	78	9	\$15.99
\$0.00	0	0	\$0.00	0	0	\$3,505.60	14480	1539	\$2,382.10

RUN DATE: 3/24/2021 6:02:31 PM Proce
Site: BARRON COUNTY SHERIFF DEPT - WI Contra

Prepaid Collect

Orig. ANI	Local Revenue	Local Mins.	Local Calls	Intralata Revenue	Intra lata Mins.	Intra-lata Calls	Interlata Revenue	Inter lata Mins.	Inter-lata Calls	Interstate Revenue	Inter state Mins.	Inter-state Calls
7155371021	\$637.50	2550	256	\$1,263.25	5053	520	\$134.50	538	46	\$1,215.48	5788	551
Total:	\$637.50	2550	256	\$1,263.25	5053	520	\$134.50	538	46	\$1,215.48	5788	551

Direct Billed Collect

Orig. ANI	Local Revenue	Local Mins.	Local Calls	Intralata Revenue	Intra lata Mins.	Intra-lata Calls	Interlata Revenue	Inter lata Mins.	Inter-lata Calls	Interstate Revenue	Inter state Mins.	Inter-state Calls
7155371021	\$7.25	29	7	\$2.50	10	1	\$0.25	1	1	\$0.00	0	0
Total:	\$7.25	29	7	\$2.50	10	1	\$0.25	1	1	\$0.00	0	0

Grand Total: \$644.75 2579 263 \$1,265.75 5063 521 \$134.75 539 47 \$1,215.48 5788 551

OTHER REVENUE

Revenue Type	Orig. ANI	Items	Revenue	Commission
AIS VMail			\$0.00	\$0.00
Coin-operated Pay Telephones			\$0.00	\$0.00
GTL Dialaround		0	\$0.00	\$0.00
Instant Pay - Pay Now		0		\$0.00
Instant Pay - Text2Connect		0		\$0.00
Legacy Operator Assistant		0	\$0.00	\$0.00
Outbound Voicemail (Interstate)		4	\$1.05	\$0.00
Outbound Voicemail (NonInterstate)		12	\$3.25	\$2.67
SIM		0		\$0.00
Tablets		0	\$0.00	\$0.00
Video Connect		115	\$684.25	\$136.85
Video Connect Subscription		0	\$0.00	\$0.00
VMail		0	\$0.00	\$0.00
Total:			\$688.55	\$139.52

MEDIA REVENUE

Rev Type	Orig. ANI	Items	Revenue	Commission
Media - Music		0	\$0.00	\$0.00
Media - Games		0	\$0.00	\$0.00
Media - Games - CDF		0	\$0.00	\$0.00
Media - Movies		0	\$0.00	\$0.00
Media - Movies - CDF		0	\$0.00	\$0.00
Media - Newsstand		0	\$0.00	\$0.00
Media - Newsstand - CDF		0	\$0.00	\$0.00
Media - TV Shows		0	\$0.00	\$0.00
Media - TV Shows - CDF		0	\$0.00	\$0.00

		Total:	\$0.00	\$0.00
eMESSAGING	Stamps Used	Purchase Price of Stamp	Revenue	Commission
	0	\$0.00	\$0.00	\$0.00
Total:		0	\$0.00	\$0.00

Total Revenue: \$3,949.28

Calculated Commission: \$1,816.62

TRAFFIC BREAKDOWN

Call Type	Revenue	Minutes	Calls	Commission
Direct Billed Collect	\$10.00	40	9	\$8.20
Interlata	\$0.25	1	1	\$0.21
International	\$0.00	0	0	\$0.00
Interstate	\$0.00	0	0	\$0.00
Intralata	\$2.50	10	1	\$2.05
Intralata/Interstate	\$0.00	0	0	\$0.00
Local	\$7.25	29	7	\$5.95
Prepaid Collect	\$3,250.73	13,929	1,373	\$1,668.91
Interlata	\$134.50	538	46	\$110.29
International	\$0.00	0	0	\$0.00
Interstate	\$1,215.48	5,788	551	\$0.00
Intralata	\$1,263.25	5,053	520	\$1,035.87
Intralata/Interstate	\$0.00	0	0	\$0.00
Local	\$637.50	2,550	256	\$522.75

Totals: **\$3,260.73** **13,969** **1,382** **\$1,677.11**

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February, 2021

Press Date: 3/26/2021 10:08:27 AM

Account ID: I-002856

Site ID: 06008

Intralata/ Interstate Revenue	Intralata/ Interstate Mins.	Intralata/ Interstate Calls	Inter- national Revenue	Inter-national Mins.	Inter- national Calls	Total Revenue	Total Mins.	Total Calls	Commission
\$0.00	0	0	\$0.00	0	0	\$3,250.73	13929	1373	\$1,668.91
\$0.00	0	0	\$0.00	0	0	\$3,250.73	13929	1373	\$1,668.91

Intralata/ Interstate Revenue	Intralata/ Interstate Mins.	Intralata/ Interstate Calls	Inter- national Revenue	Inter-national Mins.	Inter- national Calls	Total Revenue	Total Mins.	Total Calls	Commission
\$0.00	0	0	\$0.00	0	0	\$10.00	40	9	\$8.20
\$0.00	0	0	\$0.00	0	0	\$10.00	40	9	\$8.20
\$0.00	0	0	\$0.00	0	0	\$3,260.73	13969	1382	\$1,677.11

Prepaid Collect

Orig. ANI	Local Revenue	Local Mins.	Local Calls	Intralata Revenue	Intra lata Mins.	Intra-lata Calls	Interlata Revenue	Inter lata Mins.	Inter-lata Calls	Interstate Revenue	Inter state Mins.	Inter-state Calls
7155371021	\$620.50	2482	252	\$1,039.00	4156	435	\$26.00	104	12	\$1,144.71	5451	511
Total:	\$620.50	2482	252	\$1,039.00	4156	435	\$26.00	104	12	\$1,144.71	5451	511

Direct Billed Collect

Orig. ANI	Local Revenue	Local Mins.	Local Calls	Intralata Revenue	Intra lata Mins.	Intra-lata Calls	Interlata Revenue	Inter lata Mins.	Inter-lata Calls	Interstate Revenue	Inter state Mins.	Inter-state Calls
7155371021	\$6.00	24	3	\$4.50	18	3	\$0.00	0	0	\$0.00	0	0
Total:	\$6.00	24	3	\$4.50	18	3	\$0.00	0	0	\$0.00	0	0

Grand Total: \$626.50 2506 255 \$1,043.50 4174 438 \$26.00 104 12 \$1,144.71 5451 511

OTHER REVENUE

Revenue Type	Orig. ANI	Items	Revenue	Commission
AIS VMail			\$0.00	\$0.00
Coin-operated Pay Telephones			\$0.00	\$0.00
GTL Dialaround		0	\$0.00	\$0.00
Instant Pay - Pay Now		0		\$0.00
Instant Pay - Text2Connect		0		\$0.00
Legacy Operator Assistant		0	\$0.00	\$0.00
Outbound Voicemail (Interstate)		5	\$1.47	\$0.00
Outbound Voicemail (NonInterstate)		11	\$3.00	\$2.46
SIM		0		\$0.00
Tablets		0	\$0.00	\$0.00
Video Visitation		86	\$511.70	\$102.34
Video Visitation Subscription		0	\$0.00	\$0.00
VMail		0	\$0.00	\$0.00
Total:			\$516.17	\$104.80

MEDIA REVENUE

Rev Type	Orig. ANI	Items	Revenue	Commission
Media - Music		0	\$0.00	\$0.00
Media - Games		0	\$0.00	\$0.00
Media - Games - CDF		0	\$0.00	\$0.00
Media - Movies		0	\$0.00	\$0.00
Media - Movies - CDF		0	\$0.00	\$0.00
Media - Newsstand		0	\$0.00	\$0.00
Media - Newsstand - CDF		0	\$0.00	\$0.00
Media - TV Shows		0	\$0.00	\$0.00
Media - TV Shows - CDF		0	\$0.00	\$0.00

		Total:	\$0.00	\$0.00
eMESSAGING	Stamps Used	Purchase Price of Stamp	Revenue	Commission
	0	\$0.00	\$0.00	\$0.00
Total:		0	\$0.00	\$0.00

Total Revenue: \$3,356.88

Calculated Commission: \$1,495.52

TRAFFIC BREAKDOWN

Call Type	Revenue	Minutes	Calls	Commission
Direct Billed Collect	\$10.50	42	6	\$8.61
Interlata	\$0.00	0	0	\$0.00
International	\$0.00	0	0	\$0.00
Interstate	\$0.00	0	0	\$0.00
Intralata	\$4.50	18	3	\$3.69
Intralata/Interstate	\$0.00	0	0	\$0.00
Local	\$6.00	24	3	\$4.92
Prepaid Collect	\$2,830.21	12,193	1,210	\$1,382.11
Interlata	\$26.00	104	12	\$21.32
International	\$0.00	0	0	\$0.00
Interstate	\$1,144.71	5,451	511	\$0.00
Intralata	\$1,039.00	4,156	435	\$851.98
Intralata/Interstate	\$0.00	0	0	\$0.00
Local	\$620.50	2,482	252	\$508.81

Totals: **\$2,840.71** **12,235** **1,216** **\$1,390.72**

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January, 2021

Ass Date: 2/26/2021 8:58:15 AM

ct ID: I-002856

Site ID: 06008

Intralata/ Interstate Revenue	Intralata/ Interstate Mins.	Intralata/ Interstate Calls	Inter- national Revenue	Inter-national Mins.	Inter- national Calls	Total Revenue	Total Mins.	Total Calls	Commission
\$0.00	0	0	\$0.00	0	0	\$2,830.21	12193	1210	\$1,382.11
\$0.00	0	0	\$0.00	0	0	\$2,830.21	12193	1210	\$1,382.11

Intralata/ Interstate Revenue	Intralata/ Interstate Mins.	Intralata/ Interstate Calls	Inter- national Revenue	Inter-national Mins.	Inter- national Calls	Total Revenue	Total Mins.	Total Calls	Commission
\$0.00	0	0	\$0.00	0	0	\$10.50	42	6	\$8.61
\$0.00	0	0	\$0.00	0	0	\$10.50	42	6	\$8.61
\$0.00	0	0	\$0.00	0	0	\$2,840.71	12235	1216	\$1,390.72
