This Master Services Agreement (this "Agreement") is by and between Sheboygan County Sheriff's Office ("Customer") and Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc., company ("we," "us," or "Provider"). This Agreement shall be effective as of the date signed by Provider (the "Effective Date").

1. Applications. This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Applications") 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 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 inmate related communications, including but not limited to voice, video and data (phone calls, video calls, messaging, and e-mail) at the Facilities 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 four (4) years thereafter. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days prior to the end of the then current term, this Agreement shall automatically renew for successive periods of one (1) year 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. THE SERVICE LEVEL AGREEMENT IS THE SOLE AND EXCLUSIVE REMEDY 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. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software; (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof; (iii) process or permit to be processed any data of any other party with the Software; (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so; (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, 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) all 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. Location 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 ("Email"); 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
9. Confidentiality. 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.

10. Indemnification. To the fullest extent allowed by applicable law but subject to the limitations in this Agreement, each party (the "Indemnitee Party") will, and does hereby agree to, defend, indemnify and hold harmless the other party (the "Indemnifying Party") from and against any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) brought or claimed by third parties or by the Indemnifying Party (collectively, "Claims") arising out of (a) breach of either party's representations, warranties and covenants contained herein or (b) the gross negligence or willful misconduct of, or intellectual property infringement or alleged intellectual property infringement by, the Indemnifying Party and/or its employees, agents, or contractors in the performance of this Agreement. The Indemnitee Party shall notify the Indemnifying Party promptly in writing of any Claims for which the Indemnifying Party alleges that the Indemnifying Party is responsible under this section and the Indemnifying Party shall hereupon tender the defense of such Claims to the Indemnitee Party. The Indemnifying Party shall cooperate in every reasonable manner with the defense of such Claims at the Indemnitee Party's expense. The Indemnifying Party shall not be liable under this section for settlement of Claims material changes in rates, etc., which also include, but are not limited, to the Indemnitee Party's responsibility under this section and the Indemnifying Party shall hereupon tender the defense of such Claims to the Indemnitee Party. In addition, Provider agrees to indemnify and hold harmless from any claims filed against, Provider in relation to infringement of Civil Rights, contract non-executionability, or other such claims as a result of its provision of inmate phone services to the inmates of Sheboygan County correctional facilities.

11. Insurance. We maintain comprehensive general liability insurance having limits of not less than $2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action brought or claimed by third parties out of or related to the utilization of the Applications and the System. Every contract has a cure period, but if the default is not reasonably susceptible to cure within such thirty (30) days after receipt of the notice of default, the non-defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. Limitation of Liability. NOTwithstanding ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWEVER 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 PRIOR TO THE DATE THE CLAIM AROSE.

14. Uncontrollable Circumstances. We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances other than those under our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; natural disasters in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lockdowns) 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. Injunction 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
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.

10. 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, strike, supply or market, failure of a third party's performance, fault, 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.

11. Notice. Any notice or demand made by either party under the terms of this Agreement 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.

12. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. No waiver by either party of any breach of any provision of this Agreement shall be deemed a waiver of any other provision or breach hereof, or of the same provision at any other time. This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written agreements or guarantees between the County of Sheboygan and Evercom Systems, Inc. regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

CUSTOMER

Shelby County Sheriff's Office

By: Michael J. Holzer

Name: Michael J. Holzer

Title: Sheriff

Date: 1-14-08

Customer's Notice Address:

508 New York Avenue

Shelby, WI 53084

Provider

Evercom Systems Inc.

By: John A. Welke

Name: John A. Welke

Title: VP of Sales

Date: 1-14-08

Provider's Notice Address:

1451 Valley Parkway, Suite 920

Napa, CA 94558

Attention: Accounts Receivable

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This Schedule is between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and Sheboygan County Sheriff's Office ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SERVICE

DESCRIPTION:

Secure Cell Platform: Secure Cell Platform ("SCP") provides, through its centralized net centric, VOIP, digital transmitted system, automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP provides the capability to (a) monitor and record inmate calls, (b) mark certain numbers as private to disable the monitoring and recording function, (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 procedures, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

COMPENSATION:

Collect Calls. We will pay you commission (the "Commission") in the amount of the applicable Collect Commission Percentage (as specified in the chart below) of the applicable revenue base (as specified in the chart below) that we earn through the completion of collect calls placed from the Facilities. "Gross Revenue" means all charges billed by us relating to collect calls placed from the Facilities. Gross Revenue may be verified by the detailed call records maintained by us, without any deduction or credit for bad debts or for billed calls that for any reason are not collected. Regulatory required and other items such as federal, state and local charges and taxes and fees are excluded. 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 signature block below. You shall notify us in writing at least sixty (60) days prior to a Payment Date of any change in your payment address.

Signing Bonus. Within thirty (30) days after the installation of the System (if this Schedule is a new agreement) or within thirty (30) days after the Schedule Effective Date (if this Schedule is a renewal of an existing agreement), we will pay you a signing bonus in an amount equal to $20,000.00. If the Agreement is terminated for any reason prior to the end of the initial Term, then 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) fifteen percent (15%) per annum and (b) the maximum rate allowed by law. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you.

FACILITIES AND RELATED SPECIFICATIONS:

<table>
<thead>
<tr>
<th>Facility Name and Address</th>
<th>Type of Call Management Service</th>
<th>Collect Commission Percentage</th>
<th>Revenue Base</th>
<th>Payment Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheboygan County Jail 525 North 6th Street Sheboygan, WI 53011</td>
<td>SCP</td>
<td>54%</td>
<td>Gross</td>
<td>Sheboygan County Sheriff's Office 525 North 6th Street Sheboygan, WI 53016</td>
</tr>
<tr>
<td>Sheboygan County Detention Center 2923 South 31st Street Sheboygan, WI 53011</td>
<td>SCP</td>
<td>54%</td>
<td>Gross</td>
<td>Sheboygan County Sheriff's Office 525 North 6th Street Sheboygan, WI 53016</td>
</tr>
</tbody>
</table>

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Cell Platform User Interface. We will provide you with the Software regarding the Secure Cell Platform Interface ("5-Gate User Interface") which may be used only on computers and other equipment that meets or exceed the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"). for a total of __7__ licensed users. 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 and users comply as directed herein.
**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 or, 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 recognize, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "Openworkstation" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third party software. Ownership of the Openworkstation is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an Openworkstation. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY OPENWORKSTATION(S).

1. **Outage Report: Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (such as 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 866-586-2323, by email at TechnicalSupport@Evercom.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, prior to any Technical Support outage. For your calls to Technical Support, the average monthly call answer time is generally 120 seconds or less, provided however, that we will endeavor (but will not be obligated) to achieve an average monthly call answer time of 30 seconds.

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

<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Priority 1</strong></td>
<td>60% or more of the functionality of the System is adversely affected by the System Event</td>
</tr>
<tr>
<td><strong>Priority 2</strong></td>
<td>30%-59% of the functionality of the System is adversely affected by the System Event</td>
</tr>
<tr>
<td><strong>Priority 3</strong></td>
<td>5%-29% of the functionality of the System is adversely affected by the System Event</td>
</tr>
<tr>
<td><strong>Priority 4</strong></td>
<td>Less than 5% of the functionality of the System is adversely affected by the System Event</td>
</tr>
</tbody>
</table>

3. **Response Times.** After receipt notice of the System Event, we will respond to the System Event within the following time periods with a 65% or greater rate of accuracy:

<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1</td>
<td>4 hours</td>
</tr>
<tr>
<td>Priority 2</td>
<td>12 hours</td>
</tr>
<tr>
<td>Priority 3</td>
<td>24 hours</td>
</tr>
<tr>
<td>Priority 4</td>
<td>36 hours</td>
</tr>
</tbody>
</table>

---

**WORKSTATION REQUIREMENTS**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor</td>
<td>Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended, Intel Pentium/Intel family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher</td>
</tr>
<tr>
<td>Operating System</td>
<td>Windows XP</td>
</tr>
<tr>
<td>Browser</td>
<td>Microsoft Internet Explorer 6.0 or better</td>
</tr>
<tr>
<td>Memory</td>
<td>At least 128 megabytes (MB) of RAM; 256 MB for optimum speed</td>
</tr>
<tr>
<td>Drive</td>
<td>CD-ROM or DVD drive</td>
</tr>
<tr>
<td>Display</td>
<td>Super VGA (1,024 x 768) or higher-resolution video adapter and monitor</td>
</tr>
<tr>
<td>Peripherals</td>
<td>Keyboard and Microsoft Mouse or compatible pointing device</td>
</tr>
<tr>
<td>DSL or Cable Modem</td>
<td>Data Rate: 1.5 Megabits downstream and 384Kbits upstream, minimum</td>
</tr>
</tbody>
</table>

**INTERNET ADDRESS REQUIREMENTS**

NOTE: You are required and responsible for obtaining and installing anti-virus and firewall protection software for connectivity to and from the Internet.
4. **Response Process.** In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

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

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

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

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

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

10. **End-User Billing Services and Customer Care.** Our Correctional Billing Services division will maintain dedicated customer service representatives to handle end-user issues such as calling or unblocking and setting up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Friday by telephone at 800-844-8851, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-576-2627. 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 or Western Union transfer).

**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 we activate it. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee on non-local calls. 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, we shall notify you 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 cards sold to Commissary Operator on your behalf.

**COMPENSATION:**

The face value of the cards less the applicable percentage specified in the chart below 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.

**FACILITIES AND RELATED SPECIFICATIONS:**

<table>
<thead>
<tr>
<th>Facility Name and Address</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheboygan County Detention Center</td>
<td>30%</td>
</tr>
<tr>
<td>Sheboygan, WI 53081</td>
<td></td>
</tr>
</tbody>
</table>
DESCRIPTION:
The Messaging application provides a secure, password protected communication vehicle for inmates and friends & family members. The application uses the existing phone system and all voice mail messages can be recorded and reviewed in the same manner as the phone services provided. The service can be terminated at will for particular inmates. No additional equipment is provided with this application.

COMPENSATION:
A $0.75 transaction fee plus applicable taxes will be charged to the end-user for each message delivered. Customer will receive $0.25 for each transaction fee collected by Provider.
Exhibit A: Customer Statement of Work
Sheboygan County Sheriff's Office (WI)

This Customer Statement of Work is made part hereof and governed by the Master Services Agreement (the "Agreement") executed between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and Sheboygan County Sheriff's Office ("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 following equipment/Applications in connection with the services:

<table>
<thead>
<tr>
<th>Equipment List</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-way Detection</td>
<td></td>
</tr>
<tr>
<td>Dual Tone Multi Freq Detection</td>
<td></td>
</tr>
<tr>
<td>Positive Acceptance Detection</td>
<td></td>
</tr>
<tr>
<td>True Number Validation</td>
<td></td>
</tr>
<tr>
<td>Anywhere Acceptance</td>
<td></td>
</tr>
<tr>
<td>Pre-Paid Calling Card</td>
<td></td>
</tr>
<tr>
<td>Pre-Paid Collect</td>
<td></td>
</tr>
<tr>
<td>Secure Call Platform</td>
<td></td>
</tr>
<tr>
<td>Voice Mail</td>
<td></td>
</tr>
<tr>
<td>Covert Alert</td>
<td></td>
</tr>
<tr>
<td>Crimelip</td>
<td></td>
</tr>
<tr>
<td>Customer Support Centers</td>
<td></td>
</tr>
<tr>
<td>In Field Technical Support</td>
<td></td>
</tr>
<tr>
<td>Service Ticket Commissions Access</td>
<td></td>
</tr>
<tr>
<td>Technical Support Center</td>
<td></td>
</tr>
<tr>
<td>DCB SecureVoice:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inmate Phone System</td>
<td></td>
</tr>
<tr>
<td>Panamax-towermax DS 25 Lightning Protection</td>
<td>3</td>
</tr>
<tr>
<td>MLLT1</td>
<td>5</td>
</tr>
<tr>
<td>4 - KSB - 4 Outlet Surge Suppressor</td>
<td>6</td>
</tr>
<tr>
<td>ADTRAN 924</td>
<td>5</td>
</tr>
<tr>
<td>This call is from (inmate states name)...an inmate at the Sheboygan Co. Jail in Sheboygan Wisconsin</td>
<td>1</td>
</tr>
<tr>
<td>Allotted 5-gate Licenses</td>
<td>7</td>
</tr>
<tr>
<td>SCN Storage</td>
<td>5 Year Vault - 1 Year IA</td>
</tr>
<tr>
<td>VPM</td>
<td></td>
</tr>
<tr>
<td>Phone 7010 Blue w/32inch Handset</td>
<td>40</td>
</tr>
<tr>
<td>Phone Flasher 9K-PF200</td>
<td>20</td>
</tr>
<tr>
<td>Telephone Equipment</td>
<td></td>
</tr>
<tr>
<td>TDD phone</td>
<td>1</td>
</tr>
<tr>
<td>Payphones</td>
<td>15 currently installed</td>
</tr>
</tbody>
</table>

Master Services Agreement - Page 8 of 8
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UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING IN THIS SCHEDULE, NO APPLICATIONS, EQUIPMENT, INSTALLATION AND SPECIAL REQUIREMENTS OTHER THAN THOSE STATED ABOVE WILL BE PROVIDED; NO ORAL AGREEMENTS OR STATEMENTS ARE BINDING.

EXECUTED as of the Schedule Effective Date.

<table>
<thead>
<tr>
<th>CUSTOMER</th>
<th>PROVIDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shelby County Sheriff Office</td>
<td>S1CC-2000-1020</td>
</tr>
<tr>
<td>By:</td>
<td>zip-91100</td>
</tr>
<tr>
<td>Name:</td>
<td>Michael W. Held</td>
</tr>
<tr>
<td>Title:</td>
<td>Sheriff</td>
</tr>
</tbody>
</table>

Master Services Agreement - Page 9 of 9
© SECURUS Technologies, Inc. - Proprietary & Confidential - Form 7.07
FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

This FIRST AMENDMENT ("First Amendment") is effective as of the last date signed by a party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement with an Effective Date of January 11, 2008 (the "Agreement") by and between Sheboygan County Sheriff's Office ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider").

WHEREAS, the parties desire and agree to amend the Agreement to add additional services;

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

1. **TERM.** This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement. Section 4 of the Agreement shall be amended to reflect that the Term is being extended by two (2) additional years with a modified expiration date of January 11, 2015. 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 one (1) successive period of twelve (12) months. 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 Applications to you after the expiration or earlier termination of this Agreement.

2. **AUTOMATED INFORMATION SERVICES.** In addition to the services provided under the Agreement, Provider will provide the Automated Information Services (AIS™) as described below.

**AUTOMATED INFORMATION SERVICES**

**DESCRIPTION.**

We will provide the Automated Information Services through our third party vendor, Telerus, as described herein. 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 & 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 (pending MIS system data flow)
- Charge Information
- Court Appearance Dates, Times, Locations
- Bond Amounts, Types
- Projected Release Dates
- Visitation Eligibility, Times

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

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. The 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:**

AIS™ is free of charge for the duration of your existing inmate telephone contract with Provider and extension where:

a. Customer maintains an Average Daily Population (ADP) of at least 85 for the duration of its existing inmate telephone contract with Provider; and
b. Customer agrees to both phone and trust funding features; and
c. Customer agrees to a two (2) year extension to the existing inmate phone contract with Provider.

Compensation (Set-up Charge and Monthly Fee) is determined by AIS features chosen. Securus has the right to modify and increase compensation if feature set is modified or changed by the facility 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 detainers 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).
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, Provider 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 the Customer Facility. However, the 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.
3. PREPAID CALLING CARDS. The following Application is also hereby added to the Schedule to the Agreement:

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 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, 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.

VENDING MACHINE: You agree to grant us the exclusive right to install a Prepaid Calling Card Vending Machine ("Vending Machine") at the Facilities described in the chart below, and we reserve the right in our sole discretion to remove the Vending Machine(s) at any time upon sixty (60) days prior notification to you. You agree to purchase and dispense Prepaid Calling Cards exclusively from Provider at the discount described in the chart below. You will furnish the necessary space, janitorial services, security, and utilities to permit the proper installation and operation of the Vending Machine(s). We agree to install, maintain, and service the Vending Machine(s) in accordance with industry standards and all federal, state, and local laws. We will train your staff in the stocking and operation of the Vending Machine(s), and thereafter, you will be solely responsible for keeping the Vending Machine(s) stocked and removing any and all cash from the machine(s). 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. Provider will invoice Customer for each order of Prepaid Calling Cards. You agree to pay the invoice within thirty (30) days, including all applicable sales taxes and other regulatory charges. You may provide us a Sales and Use Tax Resale Certificate stating that you are responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If we receive a Sales and Use Tax Resale Certificate from you, we will not charge applicable sales taxes on the invoices for Prepaid Calling Cards purchases. You will retain all income derived from cards sold through the Vending Machine(s), and will be solely responsible for end-user complaints and refunds. You will assume the risk of loss for the cards and will be responsible for failure/loss rate exceeding two percent (2%) of the total order value. Customer agrees to hold Provider harmless against loss of income or profits.

FACILITIES AND RELATED SPECIFICATIONS:

<table>
<thead>
<tr>
<th>Facility Name and Address</th>
<th>Discount Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheboygan County Detention Center</td>
<td>30%</td>
</tr>
<tr>
<td>2923 South 31st Street</td>
<td></td>
</tr>
<tr>
<td>Sheboygan, WI 53081</td>
<td></td>
</tr>
</tbody>
</table>

WARRANTY. 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. Notwithstanding, we will pass through to you any applicable manufacturer warranties, and agree to repair and maintain the vending machine 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 priority level number 3 listed in the SERVICE LEVEL
AGREEMENT above. An authorized representative of Customer must be present and oversee all service and maintenance visits by the Provider. All maintenance will be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to the vending machine by you (not the public), 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 vending machine. For a vending machine service request, 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@secustech.net, or by facsimile at 800-368-3168. After receipt notice of a vending machine service request, we will respond within 36 hours. In all instances Technical Support will 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. 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. A member of our customer satisfaction team will confirm resolution.

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

EXECUTED as of the First Amendment Effective Date.

<table>
<thead>
<tr>
<th>CUSTOMER:</th>
<th>PROVIDER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheboygan County Sheriff’s Office</td>
<td>Securus Technologies, Inc.</td>
</tr>
<tr>
<td>By: __________________________</td>
<td>By: __________________________</td>
</tr>
<tr>
<td>Name: ________________________</td>
<td>Name: Robert Pickens</td>
</tr>
<tr>
<td>Title: ________________________</td>
<td>Title: Chief Operating Officer</td>
</tr>
<tr>
<td>Date: ________________________</td>
<td>Date: _________________________</td>
</tr>
</tbody>
</table>

Please return signed contract to:

14851 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300
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 by and between Sheboygan County Sheriff’s Office ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider") dated January 11, 2008, as subsequently amended by that certain First Amendment dated January 3, 2012, and Second Amendment dated August 27, 2012 (collectively, the "Agreement").

WHEREAS, the parties desire and agree to extend the Term of the Agreement by sixty (60) months as more fully set forth herein.

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

1. Term. This Third Amendment shall commence on the Third Amendment Effective Date and shall remain in effect through the Term of the Agreement. Section 4 of the Agreement shall be amended to reflect that the Term is being renewed and extended by sixty (60) additional months with a modified expiration date of January 11, 2020. 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 Applications to you after the expiration or earlier termination of this Agreement.

2. Signing Bonus. On the first day of the month following this Third Amendment Effective Date, we will pay you a one-time signing bonus of $30,000.00. If the Agreement is terminated for any reason before the end of the Term, you will refund to us an amount equal to the signing bonus times a fraction, the numerator of which is the lesser of (i) the number of months between the date of termination and the end of the Term or (ii) sixty (60) months, and the denominator of which is sixty (60) months, plus interest on the prorated amount in the amount of the lower of (a) fifteen percent (15%) per annum and (b) the maximum rate allowed by law. You shall pay any such refund within ten (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 shall be final and binding upon you unless we receive written objection within sixty (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.

3. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective as of February 11, 2014, the Agreement shall be modified to reflect that the interstate call rates shall not exceed the rate caps set forth in the FCC Order. Further, in accordance with the FCC Order, effective as of February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type received from the Agreement, and the discount percentage for prepaid calling cards shall be reduced by the applicable percentage attributable to interstate calling revenue from Customer’s Facility.

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

EXECUTED as of the Third Amendment Effective Date.

<table>
<thead>
<tr>
<th>CUSTOMER:</th>
<th>PROVIDER:</th>
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<tbody>
<tr>
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<td>Securus Technologies, Inc.</td>
</tr>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name: Robert Pickens</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: President</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300
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 by and between Sheboygan County Sheriff's Office ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider") dated January 11, 2008, as subsequently amended by that certain First Amendment dated January 3, 2012, and Second Amendment dated August 27, 2012 (collectively, the "Agreement").

WHEREAS, the parties desire and agree to extend the Term of the Agreement by eighty-four (84) months as more fully set forth herein.

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

1. Term. This Third Amendment shall commence on the Third Amendment Effective Date and shall remain in effect through the Term of the Agreement. Section 4 of the Agreement shall be amended to reflect that the Term is being renewed and extended by eighty-four (84) additional months with a modified expiration date of January 11, 2022. 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 Applications to you after the expiration or earlier termination of this Agreement.

2. Signing Bonus. On the first day of the month following this Third Amendment Effective Date, we will pay you a one-time signing bonus of $45,000.00. If the Agreement is terminated for any reason before the end of the Term, you will refund to us an amount equal to the signing bonus times a fraction, the numerator of which is the lesser of (i) the number of months between the date of termination and the end of the Term or (ii) eighty-four (84) months, and the denominator of which is eighty-four (84) months, plus interest on the prorated amount in the amount of the lower of (a) fifteen percent (15%) per annum and (b) the maximum rate allowed by law. You shall pay any such refund within ten (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 shall be final and binding upon you unless we receive written objection within sixty (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.

3. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective as of February 11, 2014, the Agreement shall be modified to reflect that the interstate call rates shall not exceed the rate caps set forth in the FCC Order. Further, in accordance with the FCC Order, effective as of February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type received from the Agreement, and the discount percentage for prepaid calling cards shall be reduced by the applicable percentage attributable to interstate calling revenue from Customer’s Facility.

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

EXECUTED as of the Third Amendment Effective Date.

CUSTOMER:
Sheboygan County Sheriff's Office

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

PROVIDER:
Securus Technologies, Inc.

By: ________________________________
Name: Robert Pickens
Title: President
Date: ________________________________

Please return signed contract to:
14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator
Phone: (972) 277-0300