

**Master Services Agreement****Racine County Jail and Racine County Juvenile Detention Center ( WI )****A002825**

This Master Services Agreement (this "Agreement") is by and between Racine County Jail and Racine County Juvenile Detention Center ("Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the last date signed by either party (the "Effective Date").

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

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

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

1. **Applications.** This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.
2. **Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) at 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 sixty (60) months thereafter. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
5. **Service Level Agreement and Limited Remedy.** We are committed to providing you with reliable, high quality Applications and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.
6. **Software License.** We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v)

connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, 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 (not to be less than 120 days) thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

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

9. Confidentiality and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection. Moreover, you acknowledge that the contents of this contract constitute proprietary trade secrets and represent that you have not disclosed the terms and conditions of this Agreement to anyone outside of your organization save your legal representative. You warrant that you will keep the terms and conditions of this Agreement confidential and, unless required by court order or statute, will not disclose such information without Provider's express written consent (except that you may disclose the contents of this Agreement to your attorney or tax advisor, if any, but only after informing those persons that they must keep confidential the information contained herein). Before complying with any such court order or statute, you agree to notify Provider so that it may assert any rights to non-disclosure that it may have under the applicable law.

10. Indemnification. To the fullest extent allowed by applicable law but subject to the limitations in this Agreement, each party (the "Indemnifying Party") will indemnify and hold harmless the other party by itself and/or its employees, agents or contractors (the "Indemnified 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 ("Claims"), arising out of gross negligence, willful misconduct, intellectual property infringement or alleged intellectual property infringement by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement. The Indemnified Party shall notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section and tender the defense of such Claims to the Indemnifying Party. The Indemnified Party shall cooperate in every reasonable manner with the defense or settlement of such Claims at the Indemnifying Party's expense. The Indemnifying Party shall not be liable under this section for settlements by the Indemnified Party of any Claims unless the Indemnifying Party has approved the settlement in advance or unless the defense of such Claims has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

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

11. Insurance. 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.

party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

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

14. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

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

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

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

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

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



by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein. Provider shall cooperate and coordinate with any subsequent provider at the termination of this Agreement so that Provider's hardware and software may be removed as new systems are installed.

**EXECUTED as of the Effective Date.**

CUSTOMER:

RACINE COUNTY JAIL AND  
RACINE COUNTY JUVENILE DETENTION

By: 

Name: PETER L. HANSEN

Title: Racine County Board Chairman

Date: 8-23-11

Customer's Notice Address and Phone Number:

717 WISCONSIN AVE  
RACINE, WI 53403

Phone:

PROVIDER:

Securus Technologies, Inc.

By: 

Name: Robert Pickens

Title: Chief Operating Officer

Date: 8-30-11

Provider's Notice Address:

14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254  
Attention: General Counsel

Phone: (972) 277-0300

Provider's Payment Address:

14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254  
Attention: Accounts Receivable

Please return signed contract to:

14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254  
Attention: Contracts Administrator  
Phone: (972) 277-0300

REVIEWED BY FINANCE DIRECTOR

  
Sign Date

Date 8-22-11

Certified to be correct as to form

By   
Racine County Corporation Counsel

  
Wendy M. Christensen  
Racine County Clerk 8/22/11

**Schedule**

**Racine County Jail and Racine County Juvenile Detention Center ( WI )**

**A002825**

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

A. Applications. We will provide the following Applications:

**CALL MANAGEMENT SYSTEM**

**DESCRIPTION:**

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by us, (c) maintain call detail records in accordance with our standard practices, (d) automatically shut the System on or off, and (e) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

**COMPENSATION:**

Collect Calls. We will pay you commission (the "Commission") based on True Gross Revenues we earn through the completion of collect calls placed from the Facilities as specified in the chart below. "True Gross Revenues" shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you on or before the 30<sup>th</sup> day after the end of the calendar month in which the calls were made (the "Payment Date"). Two checks shall be submitted, one each to Racine County Jail and Racine County Juvenile Detention Center by the 30<sup>th</sup> day of the following month. Each check shall be accompanied by a report itemizing the minutes of usage, number of calls, gross billings and commission for each telephone within the Facility. Such commissions will be paid on a monthly basis throughout the Term of the Agreement. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

\$50,000 Technology Grant. On the first day of the month following this Schedule Effective Date, we will provide you with a fund in the amount of \$50,000.00 from which you may draw to pay for technology services or equipment purchased by you from third party vendors. This Technology Grant is to be used at the sole discretion of the Racine County Sheriff's Office for technology advancements. The Racine County Sheriff's Office will need to purchase the items, any time during the Initial Term of the Agreement. Your purchase receipt(s) will need to be submitted to the Provider and the Provider will reimburse the Racine County Sheriff's Office within thirty (30) days with a separate check. Any funds not used by the end of the contract will become the Provider's. If the Agreement is terminated by the County for any reason before the end of the Agreement, the Customer will refund to the Provider an amount equal to 1/5 the full Technology Grant per year remaining on the Agreement, if that amount has been paid to the Racine County Sheriff's Office. You shall pay any such refund within thirty (30) days after

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Type of Call Management Service	Commission Percentage*	Revenue Base for Calculation of Commission	Commissions Payment Address
Racine County Juvenile Detention Center 1717 Taylor Avenue Racine, WI 53403	SCP	Annual Revenues < \$1,250,000 58% Annual Revenues \$1,250,000-\$1,500,000 60% Annual Revenues \$1,500,001-\$2,000,000 62% Annual Revenues > \$2,000,000 64%	True Gross Revenues	717 Wisconsin Avenue Racine, WI 56403
Racine County Jail 717 Wisconsin Avenue Racine, WI 53403	SCP	Annual Revenues < \$1,250,000 58% Annual Revenues \$1,250,000-\$1,500,000 60% Annual Revenues \$1,500,001-\$2,000,000 62% Annual Revenues > \$2,000,000 64%	True Gross Revenues	717 Wisconsin Avenue Racine, WI 56403

\*The designated Commission percentage is contingent upon Customer's implementation of all products and payment methods described herein within ninety (90) days of the Effective Date (unless actions of Provider render such implementation within that timeframe impossible, in which case such implementation will be effected as soon as reasonably practicable). Should the Customer fail to implement all such products and payment methods within ninety (90) days of the Effective Date, the commission percentage is subject to renegotiation.

\*The Annual Revenues noted are the combined revenue for both Facilities.

\*Changes will take effect on the first day of the month following receipt of written notice by the Customer. Notice must be signed by a person who has binding authority for the Customer and a copy delivered to:

**SECURUS TECHNOLOGIES, INC.  
CHIEF FINANCIAL OFFICER  
14651 DALLAS PARKWAY, SIXTH FLOOR  
DALLAS, TEXAS 75254**

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

**CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM**

**DESCRIPTION:**

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

## WORKSTATION REQUIREMENTS

Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	Internet access

## FEATURES

1. Auto Personal Identification Numbers (PIN) for inmates. Allows automatic assignment of "PINs" to inmates at the time of booking and generation of approved telephone numbers ("PANs") for use in controlling inmates' calls. The system shall prevent assigning duplicate PINS and not allow a PIN to be used by more than one inmate at a time. The PIN should only be allowed to be used if it is used on a telephone that is in the same location as the inmate is being housed.
2. The system will be equipped with a remote conferencing feature and e-mail feature for those numbers that are under surveillance by the investigative unit. The feature will allow authorized personnel to monitor a call and receive e-mail notification from any designated remote location, while the call is in progress. The call will be automatically conference to a predetermined investigators telephone number in listen mode only once the call is accepted by the called party and in progress.
3. The system has the capability to bridge a call to an authorized remote number for those phones, phone numbers, and / or PINs that are under surveillance by the investigative unit or other authorized personnel.
4. The Customer's visitation phones will have the ability to be recorded and reviewed.
5. Vendor shall be solely responsible for fraudulent usage or expenses related to the fraudulent use of the inmate telephone system.
6. The system has the ability to send/receive Secure Instant Email between the inmates and family/friends, at the Customer's request.
7. The Provider will provide a phone number for inmates to report "PREA" incidents to Customer's Jail Administration.

## SERVICE LEVEL AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

9. Connectivity. All wiring provided must be of sufficient quality and quantity to support all requirements. Cabling upgrades shall be provided by Provider, where necessary, to meet these requirements. In-place cabling will be allowed to be tested and re-used. All wiring becomes the property of the Customer.

10. End-User Billing Services and Customer Care. Our 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 during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. 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).

#### **Automated Information Services (AIS)**

The Provider will implement an automated voice service solution for friends and family of the inmates of the Racine County Jail. This will be installed and operational within 6 months after the "Effective Date". This is installed and maintained through the Term of the Agreement at no additional cost to the County. Refer to Exhibit B for further terms.

#### **VOICE BIOMETRICS™**

Voice Biometrics™ provides validation of inmate personal identification numbers (PINs) through voice verification technology for purposes of improved security and reduced potential of fraud and consumer harassment by inmates. If needed an interface between the Provider's software and the Customer's software will be created. The installation of Voice Biometrics™ by JLG Technologies and the interface is included at no extra charge to the County. This will be installed and be operational within 6 months after the "Effective Date" in the Racine County Jail. This will be operational at the Racine County Detention Center, if the Racine County Detention Center installs booking software sometime during the Term of the Agreement.



**PREPAID CALLING CARDS**

**PREPAID CALLING CARD SERVICES.** The Customer hereby requests that all Prepaid Calling Cards shall be sold by the Customer's commissary operator identified herein to the inmates and detainees at the Facilities identified below. The Provider will be selling the prepaid calling card to the Customer's commissary operator at the same discount rate as offered to the Customer. The Customer's commissary operator will be reselling the prepaid calling cards to the inmates.

**COMPENSATION.** The Customer understands and agrees Provider is neither responsible nor liable for any fees or other compensation agreed upon between Customer and its commissary operator, and Provider shall not interfere with any compensation agreement entered into between the Customer and its commissary operator.

**VALIDATION.** Each Prepaid Calling Card will be valid for no more than six (6) months from the date it is first used. The Prepaid Calling Cards are not returnable or refundable; all sales are final. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee on non-local calls.

**CHANGE IN COMMISSARY OPERATOR.** Customer shall notify Provider *in writing* of any change in the identity of the commissary operator, or if Customer wishes to resume the purchase and resale of Prepaid Calling Cards, which change shall be effective on the date that Provider receives the notice.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Commissary Operator Name and Address
RACINE COUNTY JUVENILE DETENTION CENTER 1717 TAYLOR AVE RACINE, WI 53403	None
RACINE COUNTY JAIL 717 WISCONSIN AVE	Keefe 13330 Lakefront Drive

**INMATE DEBIT ACCOUNTS**

**DESCRIPTION:**

An Inmate Debit Account is an inmate-owned phone account that allows inmates to use funds from their commissary/trust accounts to make phone calls. At the beginning of every call each inmate is asked to key in his/her Personal Identification Number ("PIN") to complete a call and pay for it using their Inmate Debit Account. Customer agrees to have the debit module of the SCP Call Management System enabled for the facility(ies) to offer Inmate Debit Accounts to inmates. Inmates may request to transfer funds from their trust accounts to their Inmate Debit Account to use to pay for calls and/or allow Friends and Family to fund these accounts directly. Customer agrees to use S-Gate to process inmate's funds transfer requests or utilize integration with the trust account system to process inmate's funds transfer requests.

Customer understands and agrees to allow Friends and Family members to fund these accounts through multiple points-of-sale, the inmate's account number will be available for Friends and Family on Provider's website.

**COMPENSATION:**

We will pay you the Commission percentage specified in the chart below that we earn through the completion of debit calls placed from the Facilities.

**TAXES:**

Provider will invoice Customer on a monthly basis for debit call usage. Customer agrees to pay invoice within (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 Customer invoices for debit call usage.

Vendor will work with Customer's commissary vendor to create this link within a reasonable amount of time after the Effective Date, which Vendor will endeavor to complete within 6 months.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Percentage	Revenue Base for Calculation of Commission
Racine County Detention Center 1717 Taylor Avenue Racine, WI 53403	Annual Revenues < \$1,250,000 60%	True Gross Revenues
	Annual Revenues \$1,250,000-\$1,500,000 62%	
	Annual Revenues \$1,500,001-\$2,000,000 64%	
	Annual Revenues > \$2,000,000 66%	
Racine County Jail 717 Taylor Avenue Racine, WI 53403	Annual Revenues < \$1,250,000 60%	True Gross Revenues
	Annual Revenues \$1,250,000-\$1,500,000 62%	
	Annual Revenues \$1,500,001-\$2,000,000 64%	
	Annual Revenues > \$2,000,000 66%	

**CALLING RATES FOR COLLECT AND DEBIT**

Call Type:	Set-Up Charges	Per Minute Rate	15- Minute Charge
	(Or connecting charges)		
Local:	\$3.50	\$0.10	\$5.00
Intra LATA:	\$3.50	\$0.10	\$5.00
Inter Lata:	\$3.50	\$0.10	\$5.00
Interstate:	\$3.50	\$0.10	\$5.00

**VIDEO VISITATION**

Provider will, through its third-party vendor, M2 Technology, Inc., coterminous with this Agreement, and subject to the terms and conditions between you and the third-party vendor, pay the purchase price for the VizVox Video Visitation System (the "VizVox System") and the maintenance fees therefor during the Initial Term of the Agreement. We will retain all right, title, interest and ownership in and to the VizVox System.

**Features**

1. Complete turnkey installation and maintenance of a state-of-the-art Video Visitation system with telecom costs and scheduling software, for the full 5 years, with no costs to the County.
2. Video Visitation will be available in all units/dayrooms except intake (1E).
3. Video Visitation will be available 7 days a week, during normal hours that the inmates are allowed out of their cells, unless safety and/or security are an issue.
4. The Video Visitation rates and commissions are listed below.
5. This will be installed and operational within 6 months after the "Effective Date".
6. The Provider will provide the bandwidth to support the remote visitation.
7. The remote visitation may be restricted by the Sheriff's Office.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Type of Video Visitation	Commission Percentage	Revenue Base for Calculation of Commission	Commissions Payment Address
Racine County Jail 717 Wisconsin Avenue Racine, WI 53403	Session	40%	Session Rate	717 Wisconsin Avenue Racine, WI 56403

**VIDEO VISITATION SESSIONS RATES**

Session Type:	Set-Up Charges (Or connecting charges)	Per Session (Visit) Rate	20-Minute Charge
Local: (In house)	\$0.00	\$0.00	\$0.00
Remote:	\$9.95 *	\$20.00	\$29.95

## Exhibit A: Customer Statement of Work

### Racine County Jail and Racine County Juvenile Detention Center ( WI )

**A002825**

**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 Racine County Jail and Racine County Juvenile Detention Center ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

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

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components and storage for 180 Day / Purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

The following is the Provider's equipment list for Racine County:

- 104 x industry standard tall inmate phones, model# 5042
- 25 x industry standard mini inmate phones, model# 5010
- 2 x TTY phone, model PV20 Minicom
- 7 x Securus IADs, model Adtran 924
- 1 x IT Switch, model FS726TNA, NETGEAR
- Securus SCP platform Software

The following is the Provider's equipment list for the Video Visitation equipment:

- 53 Watchman G3 units distributed as follows:
- 47 Inmate units disbursed amongst the housing units by population
- 6 Visitor units in the on-site visitation center
- 2 Control Terminals - One as a visitation passing control and monitoring terminal and ones as a visitor registration and scheduling terminal
- 1 Flat panel LACD monitor to live monitor all connected sessions
- Scheduling Software

[SIGNATURES NEXT PAGE]



**EXECUTED as of the Effective Date.**

<p><u>CUSTOMER:</u> RACINE COUNTY</p> <p>By: <u><i>Peter L. Hansen</i></u></p> <p>Name: <u>PETER L. HANSEN</u></p> <p>Title: <u>Racine County Board Chairman</u></p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: <u><i>Robert Pickens</i></u></p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p>
--	--

**Please return signed contract to:**

14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254  
Attention: Contracts Administrator  
Phone: (972) 277-0300

REVIEWED BY FINANCE DIRECTOR  
*Margaret M. Hansen* 8/22/11  
Sign Date

Date 8.22.11  
Certified to be correct as to form  
By *M. Christensen*  
Racine County Corporation Counsel

*Wendy M. Christensen*  
Wendy M. Christensen  
Racine County Clerk 8/22/11

**Exhibit B – Automated Information Services Exhibit  
Racine County Jail and Racine County Juvenile Detention Center (WI)  
A002825**

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

1. AUTOMATED INFORMATION SERVICES. In addition to the services provided under the Agreement, Provider will provide the Automated Information Services (AIS™) through our third party vendor, Telerus, as described herein.
2. LEGALITY/LIMITED LICENSE AGREEMENT. Notwithstanding anything to the contrary in the Agreement, for services related to any and all applications which may allow you to monitor and record inmate 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 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 (iii) 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.
3. DESCRIPTION.
  - a) AUTOMATED INFORMATION SERVICES (AIS™). 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\*
    - Charge Information
    - Court Appearance Dates, Times, Locations
    - Bond Amounts, Types
    - Projected Release Dates
    - Visitation Eligibility, Times

\*Pending MIS system data flow

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

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

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.

4. PAYMENT  
AIS™ is free of charge during the Term of the Agreement.
5. STATEMENT OF WORK
  - a) Specifications and Assumptions  
The system will contain two primary applications. The first application will automate answering of incoming calls from public or "friend 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).
- Identification of detainers and holds.
- Projected Release Dates.

iii. Overall

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

- Call Summary and Port Usage Reports emailed or faxed on weekly or monthly basis.

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

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

c) Equipment. Since the AIS™ solution will be hosted, no new equipment will be installed at 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.