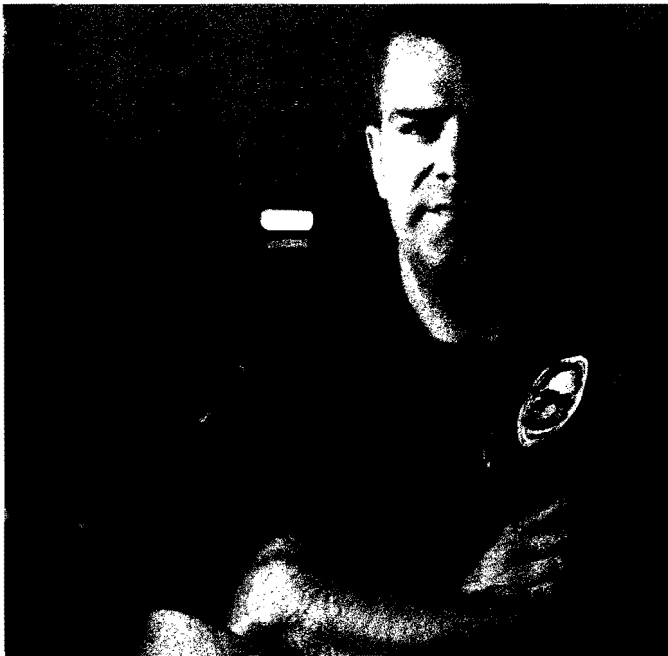


**SECURUS**  
Technologies

A PROPOSAL PREPARED FOR  
**TITUS COUNTY**  
**TEXAS**



We exist to  
**SERVE** and  
**CONNECT**  
to make our  
world safe.

A Proposal Prepared for:  
Titus County, TX  
May 18, 2015

Presented to:  
Titus County, TX  
Tim Ingram, Sheriff  
304 S Van Buren St.  
Mt. Pleasant, TX 75455  
Tel: 903-577-7200

Presented by:  
**Lindsay Babenco**  
**Account Manager**  
Securus Technologies, Inc.  
14651 Dallas Parkway, Suite 600  
Dallas, TX 75254  
Tel: 972-277-0605

# CONTENT

<b>COVER LETTER</b>	<b>2</b>
<b>PROPOSAL FINANCIAL OFFER</b>	<b>5</b>
<b>AGREEMENT</b>	<b>7</b>

# COVER LETTER

May 18, 2015

Titus County Sheriff's Office  
Attn: Tim Ingram, Sheriff  
304 S Van Buren St.  
Mt. Pleasant, TX 75455

Dear Sheriff Ingram:

I would like to thank you for allowing me the opportunity to provide a proposal for your Inmate Telephone System. This proposal is for a comprehensive inmate telecommunications solution that will continue to provide Titus County with unmatched administrative, investigative, and financial benefits. Titus County is a highly valued customer and for twenty years Securus has served your facility's inmate communication needs.

We are proposing our Secure Call Platform (SCP), is the most widely deployed of any of our competitor calling platforms and the most technologically advanced system in the market. Our platform will empower your facility's personnel to create a safer and more secure correctional environment by providing features that include a ***PIN-Based System, Call Monitoring and Recording, Three-Way Call Detection, Remote Call Forwarding, Crime Tip, Covert Alerts, Voice Biometrics, and robust reporting capabilities.***

There are many criteria to consider in selecting an inmate telephone provider. The stakes are very high, and the public depends on you to make the best selection.

Securus knows that you need the following in a partner and we want to be that partner to Titus County:

- **Experience** – A partner with the experience and capabilities to manage inmate calling requirements and who understands that contract terms only define the minimum expectations of the relationship
- **Products** – That friends and family members need to stay connected with their loved ones, all while generating revenue for your facility
- **New Technology** – An advanced system capable of evolving as new technologies are introduced and your needs change
- **Advanced Investigative Capabilities** – Provides automated features that enable investigators to prevent crime in your facility and in your community.
- **Locally Based Customer Call Center and Technical Support** – Provides 24x7 support
- **Best-in-Class Partner** – Network for integrating with other in-house systems

We look forward to an opportunity to continue working with you.

As your Account Manager, I will serve as the main point of contact and can be reached by phone 972-277-0605 or by email [lbabenco@securustechnologies.com](mailto:lbabenco@securustechnologies.com) with any questions concerning our offer. Please contact me with any additional questions or provide any additional information you may need. Thank you for the opportunity to submit our proposal.

Sincerely,

Lindsay R. Babenco  
**Account Manager**  
Securus Technologies, Inc.  
14651 Dallas Parkway, Suite 600  
Dallas, TX 75254  
[lbabenco@securustech.net](mailto:lbabenco@securustech.net)

## Advantages of Retaining Securus

Securus Technologies is proud of our twenty year association with Titus County. We value our partnership and believe it in our collective best interests to highlight the advantages you will have in staying with Securus Technologies for your next contract period. We think these advantages deserve

consideration in your overall decision making process. The following list identifies benefits you will receive by staying with Securus and avoiding switching costs:

1. **Our knowledge of your needs gained from working together for over past twenty years.** Operating a correctional facility is a complex and high risk activity. It is nearly impossible to identify all the issues that need to be addressed in switching out inmate phone providers—miss just one issue and the ramifications can be significant. Through our experience in working together, we understand your operation. You know our employees, and we know you. We understand your internal operating procedures and how things get done within your facility. There is no substitute for the experience we've both gained in working together.
2. **Eliminate Unnecessary Work By Staff.** Budget cuts have had a great impact on facilities and have burden staff with more responsibilities. Staying with Securus means you don't have to make your corrections staff learn to work with a new vendor. No extra training and no new contacts to have to establish. Your staff will continue to work with the same company for support and work with the same account team and field service technicians who already know your operation and already have security clearances for your facility.
3. **No Impact on Inmates or Their Friends or Family Members.** No need to establish new accounts, no need to arrange for refunds of existing accounts, no need to work through call blocking problems or answer questions about how to set up new accounts from confused end-users. No two competitors have the same rules or programs in place for completing calls—stay with Securus and avoid inmate frustration and called party complaints.
4. **Avoid Reductions in Call Revenues.** Since calls keep going through, your commission payments are not adversely impacted. Realize immediate improvement in your commissions by staying with Securus.
5. **Avoid Having to Work With Multiple Systems and Recordings For Investigative Work.** By staying with Securus you gain continuity with respect to working with one company for accessing and storing recordings. You avoid losing existing investigative history or having to re-train of investigators which could adversely affect any open cases.
6. **Eliminate Risk of Performance.** Does your RFP address all your needs? Are you sure? Could a potential new provider misinterpret what you are asking for in your requirements? Can they really deliver on what they say? Do they have the proper licenses to provide you the technology they claim they can provide—what will happen if they get shut down? Your experience with Securus provides you greater certainty that you are going to get what you really need—from a stable company that you know can deliver.

# PROPOSAL FINANCIAL OFFER

Securus is proposing the following commission offer for consideration by Titus County:

- **60%** collect/Advance Connect commission rate
- **60%** discount rate for prepaid calling cards
- **Five (5)**-year term plus One (1)-year renewal
- **Prepaid Calling Card Vending Machine** (already in place)
- **THREADS** (already in place)
- **Location Based Services (LBS)** (already in place)
- The latest in inmate telephone technology. Our SCP platform will continue to add benefits of improved call quality, more effective investigations, reduced inmate grievances, improved call uptime, greater flexibility, and scalability for future growth and newer technologies applied immediately when required.
- The best security of any platform on the market today. Your constituents' safety and security is priority one with us.
- All service, installation, maintenance, and training provided will continue at no cost to Titus County.

## Optional Features

Securus is committed to the research and development of advanced technological solutions to help county, administrative, corrections and law enforcement staff create greater efficiencies within their operations. Evidence of recently developed applications which demonstrate our commitment to delivering relevant solutions includes the following optional features that Securus can work with Titus County to provide if the County is interested:

- Lobby/Booking Kiosk
- Archonix Public Safety and XJail Jail Management System
- AIS (Automated Information System) – Automates over 80% of incoming calls
- Investigator Pro – Continuous, Multi-Speaker Voice Identification tool to identify the identity of every voice on every call

This Proposed Financial Offer is valid for 60 days after offer date of 05/18/2015 same as Cover Letter/Delivery Date.



# AGREEMENT

**Schedule  
(Titus County Jail, TX)**

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and the Titus County Jail ("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 do the following: (a) monitor and record inmate calls, (b) prevent monitoring and recording of private calls (i.e., attorney client calls, clergy calls, or other calls as approved and implemented by you); private number settings allow you to mark these calls not to be monitored or recorded, and you are solely responsible for identifying, approving and disabling requests for private treatment; (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

**COMPENSATION:**

**Collect Calls.** We will pay you commission (the "Commission") based on the Gross Revenues that we earn through the completion of collect calls, excluding interstate calls, placed from the Facilities as specified in the chart below. "Gross Revenues" shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the chart below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Titus County Jail 304 S. Van Buren Street Mt. Pleasant, TX 75455	SCP*	60%*	Gross Revenues	Same

**\*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.**

**\*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 February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).**

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

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

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

**Provider reserves the right to renegotiate the contract terms after one year if, in its sole determination, a minimum contribution margin threshold is not maintained.**

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

**DESCRIPTION:**

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

<b>WORKSTATION REQUIREMENTS</b>	
Processor	2 gigahertz (GHz) or higher processor
Operating System	Windows XP*, Windows Vista, Windows 7
Browser	Internet Explorer 8 or newer
Memory	At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory
Drive	CD-RW or DVD-RW drive
Display	Super VGA (1,024 x 768) or higher resolution video adapter
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	High speed internet access (dial up is not supported)
Installed Software	Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework 4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quick Time 7 or newer, Windows Media Player, Antivirus, WinZip or other zip utility

*\*XP Media center edition not supported*

**SERVICE LEVEL AGREEMENT**

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Operworkstation(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 "*Operworkstation*" 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 *Operworkstation* 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 *Operworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATION(S)*."

1. Outage Report; Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a

week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

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

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

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

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

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

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

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

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

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

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

10. **End-User Billing Services and Customer Care.** Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website [www.securustech.net](http://www.securustech.net), by email at CustomerService@securustech.net, and by facsimile at 972-277-0714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

### **INSTANT PAY™ PROGRAM**

#### **DESCRIPTION**

The Instant Pay™ promotional program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open or in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

#### **COMPENSATION**

**Pay Now™.** Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay promotional calling program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one

single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Provider will compensate Customer at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

**Text2Connect™.** Text2Connect™ is a promotional program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Provider will pay Customer a bonus payment of thirty cents (\$0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to your existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

### **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 Cards will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If you authorize us, we will deal with your third-party commissary operator ("Commissary Operator") for the sole purpose of selling Prepaid Calling Cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for Prepaid Calling Cards sold to Commissary Operator on your behalf.

#### **TAXES:**

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

#### **COMPENSATION:**

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

**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:**

Facility Name and Address	Discount Percentage
Titus County Jail 304 S. Van Buren Street Mt. Pleasant, TX 75455	60%*

\* Less the applicable percentage reduction attributable to interstate calling revenue

**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@securustech.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.

**THREADS™**

**DESCRIPTION:**

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Customer's use of THREADS™ is governed by and conditioned upon the terms set forth herein.

**COMPENSATION:**

Provider will charge Customer a non-commissionable license fee of \$0.25 per call, which fee will be added to the "per call charge" calling rates, if permitted by state and federal regulatory requirements for all intrastate, interstate and international calls and will not be billed separately, unless such separate billing is required by state or federal regulatory requirements.

**COMMUNITY FEATURE:**

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

**THREADS™ TERMS OF USE:**

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

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

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

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

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

### **LOCATION BASED SERVICES**

#### **DESCRIPTION:**

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

#### **COMPENSATION:**

A four percent (4%) per call surcharge ("Location Validation Fee") will be applied to the base rate of all call types, before applicable taxes that may apply, to recover the cost of verifying the geographic location of the called party for security purposes pursuant to this Agreement. The Location Validation Fee will not be assessed on end users who are billed for services through their LECs.

#### LBS TERMS OF USE:

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

#### **CALLING RATES**

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



**Exhibit A: Customer Statement of Work  
(Titus County Jail, TX)**

**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 the Titus County Jail ("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, up to 6 new phones and a cart, and storage for 1 year. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

**EXECUTED as of the Schedule Effective Date.**

<u>CUSTOMER:</u> Titus County Jail  By: _____ Name: _____ Title: _____	<u>PROVIDER:</u> Securus Technologies, Inc.  By: _____ Name: Robert Pickens Title: President
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**Please return signed contract to:**

**14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254**

**Attention: Contracts Administrator**

**Phone: (972) 277-0300**