

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2011-077**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, the master service agreement with Securus Technologies to provide inmate telecommunication service at the Hardin County Detention Center is hereby approved.

ADOPTED by the Hardin County Fiscal Court in regular meeting of 14 June, 2011.



Harry L. Berry
Hardin County Judge/Executive

ATTEST:



Kenneth L. Tabb
Hardin County Clerk

Master Services Agreement
HARDIN COUNTY DETENTION CENTER (KY)
A000627

This Master Services Agreement (this "Agreement") is by and between HARDIN COUNTY 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 later of 03/27/2012 or 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 forty-eight (48) 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 thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

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

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

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

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

11. Insurance. 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.

12. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. Limitation of Liability. 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 Kentucky. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to

the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

CUSTOMER:

HARDIN COUNTY DETENTION CENTER

By: _____

Name: _____

Title: _____

Date: _____

Customer's Notice Address and Phone Number:

100 LAWSON BLVD
ELIZABETHTOWN, KY 42702

Phone: _____

PROVIDER:

Securus Technologies, Inc.

By: _____

Name: Robert Pickens

Title: Chief Operating Officer

Date: _____

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

HARDIN COUNTY DETENTION CENTER (KY)

A000627

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and HARDIN COUNTY 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 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

Signing Bonus. On the first day of the month following this Schedule Effective Date, we will apply a signing bonus of \$75,000.00, on your behalf against the total cost of the VizVox System. If the Agreement is terminated for any reason before the end of the Initial Term, you will refund to us an amount equal to the signing bonus times a fraction, the numerator of which is the number of months between the date of termination and the end of the Initial Term, and the denominator of which is the number of months in the Initial Term plus interest on the prorated amount in the amount of the lower of (a) fifteen percent (15%) per annum and (b) the maximum rate allowed by law. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you. All signing bonus payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you.

Technology Grant. On the first day of the month following the installation of the Jail Tracker System, on behalf of your third-party vendor, Digttech, coterminous with this Agreement, and subject to the terms and conditions between you and your third-party vendor, we will pay the purchase price and maintenance fees for four (4) years for the Jail Tracker System in the amount of \$101,937.00. The Technology Grant will be paid back to us through commission deductions of \$2,124.00 for 48 months or until the full amount of \$101,937.00 is paid back to us. The commission deductions shall begin the month following the date of installation of the Jail Tracker System. Upon successful completion of the repayment, ownership and applicable licenses to the Jail Tracker System shall be and become the Customer's. Notwithstanding, if the Agreement is terminated for any reason before the end of the Initial Term, you will refund to us the prorated amount of the Jail Tracker System; in which case, upon your full repayment to us, ownership and applicable licenses to the Jail Tracker System shall be and become the Customer's. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you. **All support for the product will be between Digttech and the Customer. The cost of maintenance for four (4) years is provided by us through this Agreement; however, any additional maintenance will be between the Customer and Digttech.**

Technology Grant. On the first day of the month following the installation of VizVox System, on behalf of your third-party vendor, M2 Technology, and coterminous with this Agreement, we will pay the purchase price of 40 in-pod units, 8 visitor units and maintenance fees for up to one (1) year for the VizVox System. The Technology Grant will be paid back to us through commission deductions of \$5,009.50 for 48 months (deduction amount based on application of \$75,000 signing bonus towards total cost). If the Agreement is terminated for any reason before the end of the Initial Term, you will refund to us the prorated amount we spent on the VizVox System. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you. All support for the product will be between M2 Technology and the Customer. Any connection required between the video locations will be the responsibility of the Customer. The cost of maintenance for one (1) year is provided by us through this Agreement; however, any additional maintenance will be between the Customer and M2 Technology

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commissions Payment Address
HARDIN COUNTY ANNEX 211 S MULBERRY ST ELIZABETHTOWN, KY 42701	SCP	67%	True Gross Revenues	100 LAWSON BLVD. ELIZABETHTOWN, KY 42702
HARDIN COUNTY RESTRICTED CUSTODY BUILDING 100 LAWSON BLVD ELIZABETHTOWN, KY 42702	SCP	67%	True Gross Revenues	100 LAWSON BLVD. ELIZABETHTOWN, KY 42702
HARDIN COUNTY DETENTION CENTER 100 LAWSON BLVD ELIZABETHTOWN, KY 42702	SCP	67%	True Gross Revenues	100 LAWSON BLVD. ELIZABETHTOWN, KY 42702

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

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

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

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

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), 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.

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

SERVICE LEVEL AGREEMENT

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

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

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

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

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

10. End-User Billing Services and Customer Care. Our Correctional Billing Services 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).

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.

SECURE INSTANT MAIL™

DESCRIPTION:

Secure Instant Mail™ provides Friends and Family members the ability to send secure electronic messages from any PC connected to the internet.

Facility Responsibilities: The facility is responsible for having a PC connected to the internet and printer to accept incoming Secure Instant Mail messages. To process outgoing electronic messages, the facility will also be responsible for having a fax.

Compensation. The parties acknowledge that the sender will pay a transaction fee per electronic transaction for each incoming message of \$0.60 for first 2 pages with \$0.30 per additional page. The end user (sender) is required to set up a prepaid account on the www.secureinstantmail.com website to use the Secure Instant Mail™ service. Provider will deduct said transaction fees from the Friends and Family member's prepaid account. The Provider agrees to pay Customer on a quarterly basis \$0.10 per message transaction collected by Provider. All Secure Instant Mail payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you.

VOICE MESSAGING

DESCRIPTION:

The Voice Messaging application provides a secure, password protected, 2-way communication vehicle for inmates and Friends and Family members with which they can leave voice messages. The messaging service can be terminated at will for

particular inmates. No additional equipment is provided with this application.

COMPENSATION:

A \$0.50 transaction fee plus applicable taxes will be charged to the end-user for each message delivered. The Customer will receive \$0.25 for each transaction fee collected by Provider. All Messaging payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you.

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.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Percentage	Revenue Base for Calculation of Commission
HARDIN COUNTY ANNEX 211 S MULBERRY ST ELIZABETHTOWN, KY 42701	70%	True Gross Revenues
HARDIN COUNTY RESTRICTED CUSTODY BUILDING 100 LAWSON BLVD ELIZABETHTOWN, KY 42702	70%	True Gross Revenues
HARDIN COUNTY DETENTION CENTER 100 LAWSON BLVD ELIZABETHTOWN, KY 42702	70%	True Gross Revenues

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
HARDIN COUNTY DETENTION CENTER (KY)
A000627

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 HARDIN COUNTY 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 1 Year / Purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> HARDIN COUNTY DETENTION CENTER</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: _____</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

**Exhibit B: Kiosk Statement of Work
HARDIN COUNTY DETENTION CENTER
A000627**

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

RECITALS

WHEREAS, TouchPay Holdings, LP ("TouchPay"), a Texas Limited Partnership, whose address is 1708 Mesquite Bend Drive, Irving, Texas 75063, provides electronic payment services, network services, terminal driving and other related services for free standing electronic payment kiosks for its clients; and

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

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

I. DEFINITIONS.

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

II. PAYMENTS.

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

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

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

* Fees for Booking Kiosk services will be determined on a case by case basis

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

Deposit Amount	Fee Website	Fee - Transaction by Phone/IVR	Fee - Lobby Kiosk/ezPay
0-\$20.00	\$7.95	\$7.95	\$4.00
\$20.01-\$100.00	\$7.95	\$7.95	\$5.00
\$100.01-200.00	\$7.95	\$7.95	\$6.00
Canned Messaging			\$2.00

For each credit/debit card Phone Deposit, TouchPay will charge the Client the base fee as listed above plus 7.5% of the face amount of each transaction. Fees are subject to change depending on the deployment of other equipment.

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

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

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

For each credit/debit card Trust/Commissary Deposits and Recovery Payments, TouchPay will charge the Client the base fee as listed above plus 7.5% of the face amount of each transaction. Fees are subject to change depending on the deployment of other equipment.

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

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

Deposit Amount	Fee - Transaction by Website	Fee - Transaction by Phone/IVR	Fee - Lobby Kiosk Cash	Fee - Lobby Kiosk - CC/DC

\$0.00-\$100.00	\$5.00	\$5.00	\$5.00	\$5.00
\$100.01-9,500.00	\$10.00	\$10.00	Additional \$5.00 per \$100.00 deposited	\$10.00

For each credit/debit card Self Release (Bail) Deposits, TouchPay will charge the Client the base fee as listed above plus 7.5% of the face amount of each transaction. Fees are subject to change depending on the deployment of other equipment.

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

III. SCOPE OF SERVICES

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

- A. Securus shall create, and assist Customer in creating, an interface between TouchPay's system and the Customer's JMS Provider's computer and network systems to accomplish electronic transfer of funds to Customer's accounting system.
- B. Customer's JMS Provider will provide Securus a list of payment types as well as the payment amount for each transaction type.
- C. Prior to the installation of any hardware that may be necessary for the payment services, Customer shall provide Securus with information regarding the location on Customer's premises where the Kiosk and / or ezPay terminal(s) shall be located. Customer shall prepare the site for the kiosk(s), according to TouchPay's reasonable instructions. Power and Internet connections are Customer's sole responsibility.
- D. Title to all hardware provided by Securus for the purpose of providing payment services shall remain solely that of TouchPay or Securus as TouchPay's licensee. Within 30 days of the expiration or earlier termination of this Agreement, or within 30 days of receiving notice from Customer, whichever is shorter, Securus shall, at its own expense, remove all of its hardware from Customer's premises.
- E. TouchPay shall bear all risk of loss or damage to the hardware. Customer shall not be liable for any loss or damage to the hardware.
- F. Debit Release Cards – Debit release cards will be provided at no charge to the Facility, and may be used to issue refunds for inmate trust and/or phone account balances at time of release.
- G. Customer agrees to use best efforts to facilitate the use of TouchPay's payment services as described herein. However, Customer shall not be obligated to use TouchPay as the exclusive means for placement of funds into Customer's accounts, except as designated in the Facility Size matrix above, nor shall Customer be obligated to promote, advertise, or otherwise direct Clients to TouchPay's payment services. Customer shall retain the right to discontinue the use of TouchPay's payment services in its sole discretion when necessary to guard against risk of death, injury, or breach of security to a Customer facility.
- H. Securus shall repair or replace a defective hardware within 48 hours of notice to Securus at the address designated for notice in the Agreement.

IV. DUTIES OF THE PARTIES

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

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

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

B. Customer.

1. Customer shall provide a secure location at which the Kiosk(s) shall be installed. For reasons of safety and security, the Kiosk must be attached securely to the floor of the Customer location.

2. Customer shall provide all electrical power and network connectivity necessary for the operation of the Kiosk at the Customer location.

3. Customer shall cooperate with Securus and TouchPay by providing such assistance as is necessary for the installation and operation of the Kiosk at the Customer location, allow customers unrestricted access to the Kiosk to conduct transactions and allow unrestricted access to the Kiosk to TouchPay, or its designees, for maintenance of the Kiosk and provide such additional assistance as is necessary to enable the performance of the services.

4. Customer shall allow Securus to perform marketing services to promote usage of the Kiosk to the public.

EXECUTED as of the Schedule Effective Date.

<u>CUSTOMER:</u> HARDIN COUNTY DETENTION CENTER By: _____ Name: _____ Title: _____	<u>PROVIDER:</u> Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: Chief Operating Officer
--	--

Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300