

ADDENDUM #2 CLARIFICATION QUESTIONS & ANSWERS

1. Number of Housing “Pods” located in the detention facility? **21 housing units**
2. Current Phone Service Provider Name? **Securus**
3. The RFP references current Jail Management System – Are there specifications regarding this? **New World is the current Jail Management System and it is hosted on an iSeries platform.**
4. Can Bay county MI. please confirm that as mention during the site “ walk through “ that Bay County MI. will be furnishing and installing all network and power cable materials and labor required for Video Visitation at no cost to the winning bidder. **This has not changed since the walk-through.**
5. 3.2 Performance and Payment Bond: Prior to the execution of a contract, the successful Bidder shall furnish to the County a performance and payment bond in the amount of one hundred percent (100%) of the contract amount covering the faithful performance of the contract and the payment of all obligations arising thereunder. Said bond shall be secured through a recognized surety company licensed to do business in the State of Michigan and may be obtained through Bidder’s usual sources, subject to the approval of the County. A performance, labor and material bond in the full amount of the proposal will be required of the successful Bidder. **Cost of the same shall be included in the Proposal.**

A performance bond is required per Section 3.2, page 28 of the RFP. What is the dollar amount of the bond based upon? Is it estimated commission, equipment costs or some other factor? Please advise. **The performance bond shall be the same amount as your proposal as stated in the RFP**

6. The call summary information on page 3 of the RFP is from 2012-2014. In order to provide our best possible offer, it is very important to have more recent call volume information for all call types. Call volume data is necessary to estimate costs as well as potential revenues. The current vendor, Securus, has access to this information, so distributing the information to other vendors in a timely fashion will ensure a level playing field for all bidders. Please provide as much data as possible from the following chart:

Call Category	# of Calls Per Month	# of Minutes Per Month	Total Revenue Per Month
LOCAL – Collect	N/A		We will not release commission or
INTRALATA – Collect	N/A		
INTERLATA – Collect	N/A		

INTERSTATE – Collect	N/A		pricing information
LOCAL – Debit	13	26	
INTRALATA – Debit	0	0	
INTERLATA – Debit	2	8	
INTERSTATE - Debit	0	0	
International - Debit	N/A		
LOCAL – PrePaid Collect	538	6,633	
INTRALATA – PrePaid Collect	58	607	
INTERLATA – PrePaid Collect	55	444	
INTERSTATE – PrePaid Collect	2,618	24,126	

7. Also, in order to help us evaluate call volumes and recognize additional revenue potential, it is very helpful to have the rates currently being charged to called parties under the current contract. Please provide the following information:

Call Category	Per Call Charge	Per Minute Charge	Other Charges
LOCAL – Collect	We will not release pricing or commission information.		
INTRALATA – Collect			
INTERLATA – Collect			
INTERSTATE – Collect			
LOCAL – Debit			
INTRALATA – Debit			
INTERLATA – Debit			
INTERSTATE - Debit			
International - Debit			
LOCAL – PrePaid Collect			
INTRALATA – PrePaid Collect			
INTERLATA – PrePaid Collect			
INTERSTATE – PrePaid Collect			

8. Will the County please outline the fees that are being charged by the current vendor:
- a. Bill Statement Fee
 - b. PrePaid Account Set-Up Fee
 - c. PrePaid Account Funding Fee via Web
 - d. PrePaid Account Funding Fee via Telephone
 - e. Wireless Account Maintenance Fee
 - f. State Regulatory Cost Recovery Fee or Percent of Call Cost

- g. Federal Regulatory Cost Recovery Fee or Percent of Call Cost
- h. Refund Processing Fee
- i. Ancillary Fees for Instant Pay Calls
- j. Other Fees

We will not release pricing or commission information.

9. Please provide a copy of all contracts and amendments pertaining to phones and video visitation. **See attached.**
10. Please provide the commission percentage currently received on inmate telephone revenue, an average of monthly commissions received over the past year from the current vendor, and copies of commission statements from the last six months. **We will not release current pricing or budgetary figures as we want each bid to stand on its own merit.**
11. According to the call summary on page 3, call revenues have decreased by more than 25% since 2012. Also, based on the current ADP, the spend rate per inmate is \$36 per month, which in our experience, is very low. What accounts for this drastic decrease in revenue? **We have not analyzed this trend and therefore we will not speculate.**
12. What additional equipment, besides inmate telephones, is the County requiring? Please fill out the following table with quantities required. **Asked and answered at the walk-through**

Equipment	Quantity
Pay phones	
TDD/TTY devices	
Cart phones	
Hands-free phones	
Cordless phones	
Enclosures	
Pedestals	
Workstations with Printers	
Laptops	
Video Visitation Units	

13. The RFP requires cutover within 30 days of contract award. However, only the incumbent vendor can meet this requirement, since any new vendor will have to order new circuits from the Local Exchange Carrier, who usually requires a minimum of 30 days' notice to install circuits. Therefore, will the County allow a more realistic installation timeframe for all bidders, such as 45 days for the ITS, with no negative impact to scoring of the Proposed Project Plan? **Cutover is negotiable but still must be done expeditiously.**

14. The RFP specifies on-site storage for call data. Would the County also accept proposals to store this information in a secure data center and backed up in a separate geographic location? **For security purposes we chose to store our own data.**
15. The RFP requires 24 visitation phones. Is this 12 visitation pairs for a total of 24 visitation phones? Are they wired to the inmate telephone system for recording and monitoring today? **Asked and answered**
16. Are inmate tablets included as part of this RFP? Is the County interested in implementing a tablet program? **Asked and answered**
17. Does the County currently utilized JLG's InvestigatorPro voice biometrics? **No**
18. On page 5 of the RFP, the County requires cardless debit calling. Does the County use this service today? **Yes** How long has it been since you used calling cards? **May 16, 2016.** How much are you charged for this service? **We will not release pricing or commission numbers.** Is revenue generated from calling cards and/or cardless debit calling included in the call summary on page 3? **We will not release pricing or commission numbers.**
19. How many inmates are booked each day on average? How many released? **An average of 10 – 13 inmates booked and released daily**
20. How much does Securus charge the County per inmate, per month for your AIS system? **We will not release pricing or commission information.** What is the phone number for your AIS? **We do not understand the relevance of this question.**
21. What are the County's future goals for video visitation? Do you plan to eliminate on-site visits once video visitation has been deployed? How many visits per inmate per week will you allow? What visit durations will you offer? Do you currently have video visitation policies and procedures? How much do you plan to charge per visit? Do you plan to generate revenue through video visitation? **Asked and answered**
22. Page 7 of the RFP states, "Proposers must offer a single commission rate for all types of telephone calls (local, intralata, interlata and interstate)." Could the County please confirm this includes all call types, be it debit, collect, pre-paid collect, etc.? **ALL types as written in the RFP.**
23. As it is written, the RFP strongly favors the incumbent vendor and mandates technology that is proprietary to that vendor. Specifically, the six pages of "Additional Investigative Software" under beginning on page 10 describe technology that is proprietary to the incumbent vendor and cannot be provided by any other vendor, thus limiting competition under this RFP to one bidder. Likewise, the AIS as described on page 17 and the dynamic website capabilities described on page 18 are restrictive to the incumbent vendor only.

Therefore:

- a. To your knowledge, does the County utilize any of the aforementioned technology today? If so, is the County charged (via invoice or commission deductions) for the use of any of these services?
- b. Will the County consider revising the RFP to remove these requirements?
- c. Or, in the alternative, will the County convert these sections to “optional” requirements and state the impact, if any, that the provision of these services will have on the proposal evaluation?

This scope was developed from 4 previously released RFP's from other entities as well as information received from conferences and other Sheriff's offices. If you have software that will offer similar services please quote your software as we will not modify the scope and are open to options that will meet our criteria.

24. In scoring the Financial Offering, please confirm that all ancillary fees will be considered along with the calling rates. Also, what will be the relative weights of County compensation and customer costs? Does the County place a higher value on commissions/bonuses/etc. or calling rates/fees? Pricing will be reviewed as requested in “Attachment A” the commission structure over the life of the contract.



Facility Inmate Services Agreement (Bay County, MI)

This Facility Inmate Services Agreement (this "Agreement") is by and between Bay County ("Customer") located at 515 Center Ave., Suite 402, Bay City, Michigan 48708 and Evercom Systems, Inc. ("Evercom") located at 14651 Dallas Parkway, Suite 600, Dallas, Texas 75254. The parties agree that this Agreement shall govern the relationship between the parties at all of Customer's current and future facilities (collectively, the "Facility").

*Commencement Date means (check one blank)	*Commissions means collectively
AS Date the Equipment is installed and ready in the Facility	*Collect Call Commission Percentage
BX Last date this Agreement is signed by a party	*Prepaid Card Discount
Specific date	*Debit Account Commission Percentage
	N/A
*Initial Term means the period beginning on the Commencement Date and ending on the date that is five years thereafter	

1. **Term.** This Agreement shall be effective on the Commencement Date (defined above) and shall remain in effect during the Initial Term. Thereafter, unless one party delivers to the other written notice of non-renewal at least 90 days prior to the end of then current term, this Agreement shall automatically renew for successive periods equal to the length of the Initial Term (the "Renewal Terms"). The Initial Term together with the Renewal Terms shall be collectively referred to as the "Term." If, because of strikes, riots, wars, or for any other reason, business operations at a Facility are interrupted, then the Term shall be extended for a period of time equal to the period of such business interruption.

2. **Exclusive Right.** In consideration for the Commissions (defined above) and for the services provided by Evercom as described in Exhibit A (the "Services"), Customer grants to Evercom the exclusive right and license to install, maintain, and derive revenue from the Evercom inmate telecommunications system, as well as the related hardware, software and services provided by Evercom, including, without limitation, inmate telephone services (whether local or long distance collect, coin, prepaid, or debit calls). With regard to the Services, Evercom shall install the equipment and other items listed on Exhibit A at the Facility.

3. **Compensation.** In consideration for the exclusive right granted to Evercom pursuant to this Agreement:

a. **Collect Calls.** Evercom shall pay Customer the applicable Collect Call Commission Percentage of the Gross Revenue earned by Evercom through the completion of collect calls ("Collect Calls") placed from the Facility.

b. **Inmate Prepaid Calling Cards.** Upon written request by Customer, Evercom shall provide inmate prepaid calling cards for resale to inmates by Customer. Customer shall pay Evercom the face value of the cards less the Prepaid Card Discount within 30 days after Customer's receipt of an invoice. If Evercom does not receive Customer's payment for the prepaid calling cards within such 30 days, then Evercom reserves the right to charge interest on the overdue amount at the rate of one and one-half percent (1-1/2%) per month and to deduct the cost of the cards plus any accrued interest from the Commissions until paid in full. Prepaid calling cards are not returnable or refundable; all sales are final. Each prepaid calling card will be valid for no more than 12 months from the date it is activated.

c. **Debit Account Calls.** Evercom shall pay Customer the applicable Debit Account Commission Percentage of the Gross Revenue earned by Evercom through the completion of calls placed from the Facility that are paid from designated prepaid Evercom debit accounts, the records of which are stored in the Equipment ("Debit Account Calls").

d. **Gross Revenue.** "Gross Revenue" means all charges (excluding taxes and bill statement surcharges, if any) billed by Evercom relating to either Collect Calls or Debit Account Calls.

e. **Rates.** Evercom shall charge telephone rates (the "Rates") that are allowed by tariff, if applicable. The Rates may be amended from time to time by the parties or in accordance with Section 12(b).

f. **Additional Services.** Evercom shall have the right to offer additional services and equipment features to County. The terms and conditions (including, without limitation, the cost) for

such additional services and equipment features shall be memorialized by a written addendum signed by both parties.

g. **Technology Grant.** Within 30 days after the Commencement Date, Evercom shall pay to Customer a technology grant in an amount equal to [REDACTED]. If the Agreement is terminated for any reason prior to the end of the Initial Term, then Customer shall refund to Evercom an amount equal to the technology grant 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) [REDACTED] annum and (b) the maximum rate allowed by law. Customer shall pay any such refund within ten days after any such termination; or at Evercom's election, Evercom may deduct the refund from any amounts owed to Customer.

h. **Prepaid Commission.** Within 30 days after the Commencement Date, Evercom shall pay to Customer an advance payment of Commission in the amount of [REDACTED] (the "Prepaid Commission"). The Prepaid Commission will be recouped at a rate of 100% of the monthly Commissions earned until the balance is paid in full. If this Agreement is terminated for any reason prior to the end of the Initial Term, then Customer shall refund any unearned portion of the Prepaid Commission as of the date of the termination within 15 days after the date of the termination.

4. **Payment of Commissions.** Evercom shall remit the Commissions to Customer on or before the 30th day after the end of the reporting month in which the revenues were recognized by Evercom (the "Payment Date"). All Commission payments shall be final and binding upon Customer unless Evercom receives written objection within 60 days after the Payment Date. Customer shall notify Evercom in writing at least 60 days prior to a Payment Date of any change in Customer's remittance address.

5. **Maintenance and Repair.** During the Term, Evercom shall repair and maintain the Evercom hardware and software delivered and installed at the Facility (the "Equipment") 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 level commitments in Exhibit B. All such maintenance shall be provided at Evercom's sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to, the Equipment by Customer (not inmates at the Facility), in which case, Evercom may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at Evercom's option. Customer must promptly notify Evercom in writing after discovering any misuse of, or destruction, damage, or vandalism to the Equipment. Customer shall permit Evercom's employees and contractors access to the Facility for the purpose of installing, operating, repairing, and maintaining the Equipment. If any Equipment is interfaced with other devices or software owned or used by Customer or a third party, then Evercom shall have no obligation to repair or maintain such other devices or software.

6. **Liability Insurance.** Evercom shall maintain comprehensive general liability insurance having limits of not less than \$1,000,000.00 in the aggregate. Customer shall provide

Evercom with reasonable and timely written notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to the utilization of the Equipment or related services. Evercom shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. Customer shall not compromise or settle any claim or cause of action arising out of or related to the utilization of the Equipment or related services without the prior written consent of Evercom. Customer agrees to use good faith efforts to assist Evercom with its defense of any such claim, demand, or cause of action.

7. Indemnity. EVERCOM SHALL DEFEND, INDEMNIFY AND HOLD CUSTOMER, AND ITS AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, AND SUCCESSORS HARMLESS FROM ANY LOSS, COST, EXPENSES, DAMAGE, OR LIABILITY RESULTING FROM ANY THIRD PARTY ACTION BROUGHT OR THREATENED AGAINST CUSTOMER BASED ON ANY (i) NEGLIGENCE FAILURE BY EVERCOM TO PERFORM A MATERIAL OBLIGATION UNDER THIS AGREEMENT OR (ii) ALLEGATION THAT THE SERVICES INFRINGE A PATENT, COPYRIGHT, TRADEMARK, OR ANY OTHER PROPRIETARY RIGHTS OF A THIRD PARTY, PROVIDED THAT CUSTOMER PROVIDES EVERCOM WITH PROMPT WRITTEN NOTICE OF THE SAME. IN THE EVENT ANY SUCH INFRINGEMENT CLAIM IS MADE OR THREATENED AGAINST CUSTOMER, OR INJUNCTIVE RELIEF IS GRANTED TO A CLAIMANT, EVERCOM SHALL (a) OBTAIN THE RIGHT FOR CUSTOMER TO CONTINUE USE OF THE SERVICES; OR (b) SUBSTITUTE OTHER SERVICES OF LIKE CAPABILITY; OR (c) REPLACE OR MODIFY THE SERVICES TO RENDER THEM NON-INFRINGEMENT WHILE RETAINING LIKE CAPABILITY. IF EVERCOM IS UNABLE TO PERFORM ANY OF THE ACTIONS IN CLAUSE (a), (b), or (c) ABOVE, THEN CUSTOMER MAY TERMINATE THIS AGREEMENT UPON PRIOR WRITTEN NOTICE TO EVERCOM WITHOUT INCURRING ANY TERMINATION PENALTIES. INDEMNIFICATION BY EVERCOM PURSUANT TO THIS SECTION SHALL BE CUSTOMER'S SOLE REMEDY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIRD PARTY CLAIMS OF INFRINGEMENT. THE INDEMNITIES HEREIN SHALL SURVIVE THE EXPIRATION OR OTHER TERMINATION OF THIS AGREEMENT.

8. 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 30 days after receipt of the notice of default, then the non-defaulting party shall have the right to immediately terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity.

9. 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, 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. If any law or regulation prevents Evercom from providing services hereunder or if such law or regulation makes continuation of this Agreement impractical for economic reasons or otherwise, then Evercom, at its sole discretion, may terminate this Agreement without liability to Customer or any third party.

10. Limitation of Liability and Disclaimer of Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EVERCOM SHALL HAVE NO LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS ARISING OUT OF OR IN ANY WAY RELATED TO ANY PRODUCT OR SERVICE PROVIDED PURSUANT TO THIS AGREEMENT. ANY LIABILITY OF

EVERCOM UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID TO CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM ARISES. EXCEPT AS SET FORTH ON EXHIBIT B, EVERCOM'S OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED. EVERCOM MAKES NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NON-INFRINGEMENT WITH REGARD TO ANY PRODUCT OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. EVERCOM IS NOT RESPONSIBLE FOR ANY MANUFACTURER'S WARRANTIES.

11. 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 or made by mail, postage prepaid, addressed to the respective party as set forth in the introductory paragraph of this Agreement, or to such other address as a party may designate by written notice in compliance with this Section.

12. Miscellaneous.

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

b. Evercom reserves the right to renegotiate this Agreement or change the Rates upon 10 days advance written notice in order to maintain compliance with all governing regulatory authorities throughout the term of this Agreement. Evercom may also change Rates or renegotiate this Agreement if Evercom's business is negatively impacted by changes related to the Facility that are not under Evercom's control (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, and actions Customer takes for security reasons (such as lock-downs)). In this event, Evercom shall give Customer at least 60 days advance written notice; however, Evercom shall not unreasonably exercise such right. If the proposed new rates are not mutually acceptable, either party may terminate this Agreement with 90 days notice to the other. Following notice of termination under this provision, Evercom will use good faith efforts to cooperate with Customer's transition to a new licensee.

c. 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.

d. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected.

e. This Agreement shall be binding upon and inure to the benefit of Evercom and Customer and their respective successors and assigns.

f. Customer acknowledges that the Equipment shall at all times remain the sole and exclusive property of Evercom and that any software provided by Evercom in conjunction with the Equipment and the Master Services is subject to the terms and conditions of the Master Proprietary Software Agreement attached as Exhibit C.

g. All information, software, equipment and related services provided by Evercom hereunder ("Confidential Information") shall at all times remain proprietary and confidential to Evercom. Customer shall not disclose such Confidential Information to any third party without Evercom's prior written consent except as may be required by law. In the event of any disclosure required by law, Customer shall give prompt notice of such requested disclosure so as to allow Evercom opportunity to obtain a protective order against such disclosure.

h. This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written agreements. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. 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 Equipment. 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.

EXECUTED as of the Commencement Date.

Evercom Systems, Inc. By: <i>[Signature]</i> Name: <i>[Signature]</i> Title: <i>[Signature]</i> Date: <i>[Signature]</i>	Bay County By: <i>[Signature]</i> Name: <i>[Signature]</i> Title: <i>[Signature]</i> Date: <i>[Signature]</i>
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APPROVED AS TO LEGAL FORM ONLY

[Signature]
MARTHA P. FITZHUGH
BAY COUNTY CORPORATION COUNSEL
DATE: *7/28/05*

1. **Services.** The parties agree that the Services checked below shall be provided at the costs below in accordance with and subject to the terms and conditions of the Master Proprietary Software Agreement attached to the Agreement as Exhibit C. **UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING IN THIS AGREEMENT, NO SERVICES OTHER THAN THE SERVICES LISTED BELOW WILL BE PROVIDED; NO ORAL AGREEMENTS OR STATEMENTS ARE BINDING:**

Call Manager Select	NO CHARGE
Investigative Assistant	NO CHARGE
Connections Plus	NO CHARGE
Rev-Up Prepaid Calling Cards	NO CHARGE
3-Way Prevent (when generally available)	NO CHARGE
Voice Print Function (when generally available)	NO CHARGE

2. **Equipment.** In connection with providing the Services, Evercom shall be obligated to provide only the following hardware and software. **UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING IN THIS AGREEMENT, NO EQUIPMENT OTHER THAN THE EQUIPMENT LISTED BELOW WILL BE PROVIDED; NO ORAL AGREEMENTS OR STATEMENTS ARE BINDING:**

Equipment in place at the Facility as of the Commencement Date
One additional Workstation

3. **Installation Specifications.**

Upgrade to WebCam with visitation phone

4. **Installation Dates.** Subject to Section 7 of the Agreement, the following is the schedule of installation and turn-up of the Equipment:

June 2005

1. **Outage Report, Technical Support.** If either of the following occurs: (a) Customer experiences an Equipment outage or malfunction or (b) the Equipment requires maintenance (each a "System Event"), then Customer shall promptly report the System Event to Evercom's Technical Support Department ("Technical Support"). Customer 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@Evercom.net, or by facsimile at 800-368-3168. Evercom shall provide Customer commercially reasonable notice, when practical, prior to any Technical Support outage. For Customer's calls to Technical Support, the average monthly call answer time will be 120 seconds or less, provided however, that Evercom shall endeavor (but shall not be obligated) to achieve an average monthly call answer time of 30 seconds.
2. **Priority Classifications.** Upon receipt of Customer's report of a System Event, Technical Support shall classify the System Event as one of the following four priority levels:
 - a. "Priority 1" means that 60% or more of the functionality of the Equipment is adversely affected by the System Event.
 - b. "Priority 2" means that 30%-59% of the functionality of the Equipment is adversely affected by the System Event.
 - c. "Priority 3" means that 5%-29% of the functionality of the Equipment is adversely affected by the System Event.
 - d. "Priority 4" means that less than 5% of the functionality of the Equipment is adversely affected by the System Event.
3. **Response Times.** After receipt notice of the System Event, Evercom shall respond to the System Event within the following time periods with a 95% or greater rate of accuracy:
 - a. Priority 1: 4 hours;
 - b. Priority 2: 12 hours;
 - c. Priority 3: 24 hours; and
 - d. Priority 4: 36 hours.
4. **Response Process.** In all instances, Technical Support shall 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 shall contact Customer with the technician's estimated time of arrival), as necessary.
5. **Performance of Service.** All repair and maintenance of the Equipment performed by Evercom shall be done in a good and workmanlike manner at no cost to Customer except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the Equipment that is agreed upon by Customer and Evercom may be subject to a charge as set forth in the Agreement and shall be implemented within the time period agreed by the parties.
6. **Escalation Contacts.** Customer's account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, Customer may use the following escalation list if Evercom's 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 Evercom's management team will contact Customer to confirm resolution. For a Priority 2 or 3 System Event, a member of Evercom's customer satisfaction team will confirm resolution.
8. **Monitoring.** Evercom shall monitor its back office and validation systems 24 hours a day, seven days a week.
9. **Required IGR.** Customer shall provide a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary system Equipment. Upon request Evercom shall provide Customer with the specifications for the IGR. If Customer is unable to or does not provide the IGR, then Evercom will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that Evercom shall not be responsible for any delay caused by the failure of Customer to provide the IGR.
10. **End-User Billing Services and Customer Care.** Evercom's Correctional Billing Services division shall 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 shall 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, Evercom shall maintain an automated inquiry system on its toll-free customer service phone line that shall be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. Evercom shall also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).
11. **Reasonable Accommodation.** If Evercom fails to meet the service commitments in this Exhibit B and such failure materially adversely impacts Customer, then Evercom shall promptly make a reasonable accommodation. To be eligible for the accommodation, Customer must submit written notice to Evercom within 10 days after Evercom's failure to meet a service requirement. Notwithstanding anything set forth in the Agreement to the contrary, this Section 11 sets forth Customer's sole remedy and Evercom's sole liability for Evercom's failure to meet a service commitment.

This Master Proprietary Software License Agreement (this "License Agreement") is attached to, and made a part of, that certain Facility Inmate Services Agreement. This License Agreement shall apply to any and all Software provided by Evercom to Customer (including, without limitation, Software provided pursuant to the Agreement). The terms and conditions of the Agreement are incorporated in this License Agreement by reference except to the extent expressly contradicted by this License Agreement. Any capitalized term used herein, but not defined, shall have the meaning set forth in the Agreement.

1. **Grant.** Subject to the terms and conditions of this License Agreement, Evercom hereby grants to Customer, and Customer hereby accepts, a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials specified in Exhibit A to the Agreement (the "Software") and to use any related user manuals, documentation, and any other supporting materials provided by Evercom, as such may be modified from time to time in Evercom's sole discretion (the "Documentation"). Customer may reproduce the Documentation, provided that Customer shall ensure that all relevant trademark and copyright information is maintained with the copied Documentation.
2. **Term.** The term of this License Agreement shall begin on the License Date and shall be coterminous with the Agreement.
3. **Restrictions on Use.** Customer shall use the Software solely for Customer's internal business purposes in connection with the Facility. Customer shall 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, or (v) 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.
4. **Third Party Information.** Customer acknowledges that through use of the Software Customer will be able to access confidential information of third parties that is protected by certain federal and state privacy laws ("Third Party Information"). Customer agrees that due to the vulnerability of computer systems and software to unauthorized access via the Internet, Customer and its authorized employees will only access the Software with computer systems that have effective firewall and anti-virus protection. During the term of this License Agreement, Customer shall: (i) adopt and enforce such internal policies, procedures and monitoring mechanisms as are necessary to ensure that the Software is used only in accordance with the terms of this License Agreement, (ii) take all steps reasonably necessary to ensure that no person or entity will have unauthorized access to the Software, and (iii) treat Third Party Information in accordance with all applicable federal and state laws. To the extent allowed by applicable law, Customer shall indemnify, defend, and hold harmless Evercom and its affiliates against all costs (including, without limitation, attorneys' fees) arising out of or related to Customer's breach of the terms of this Section, including, without limitation, Customer's failure to maintain the confidentiality of all Third Party Information in accordance with applicable federal and state laws. Notwithstanding any cure period for default in the Agreement, if Customer breaches its obligations in the sections entitled "Restrictions on Use" and "Third Party Information," then Evercom shall have the right to terminate this License Agreement immediately.
5. **Fees.** All fees related to Software receipts, updates, and modifications thereto shall be set forth in Exhibit A to the Agreement. Customer shall pay all such fees in accordance with the terms set forth in the Agreement. In addition, Customer shall pay all sales, use, and other taxes (excluding taxes on Evercom's income) imposed by any jurisdiction arising out of or related to the license granted in this License Agreement or to Customer's use of the Software, regardless of when such tax liability is asserted.
6. **Updates.** All Updates to the Software provided by Evercom will be subject to the terms and conditions of this License Agreement and will be billed on a time and materials basis at Evercom's then-current billing rates (unless otherwise agreed upon by the parties in writing). Evercom's current billing rates are: Field Service Dispatch: [REDACTED] parts additional, each hour after [REDACTED] Remote Technical Support: [REDACTED]. Evercom shall support all previous versions of the Software for six months (the "Support Period") after Evercom has made an upgraded version of the Software commercially available. If Customer fails to upgrade its Software during the Support Period, Evercom shall have no obligation to support the previous versions of Software after the Support Period and shall not be liable for any errors, omissions or other damages that occur as a result of Customer's use of such previous versions.
7. **Intellectual Property.**
 - a. Customer acknowledges and agrees that Evercom (or its 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 Documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Evercom's products or services (the "Licensor Materials"). Customer acknowledges that the Licensor Materials constitute proprietary information and trade secrets of Evercom and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent. Customer shall have no right, title or interest in such proprietary rights.
 - b. Evercom may (i) place proprietary notices of Evercom and its suppliers (including hypertext links related thereto) on the Licensor Materials, and (ii) change or update such notices from time to time. In no event may Customer remove or alter any Evercom proprietary notice from the Licensor Materials.
8. **Termination.** Upon termination of this License Agreement, Customer shall: (i) discontinue all use of the Software; (ii) deliver to Evercom all physical copies of the Software, if any, (iii) destroy the Software and all copies of the Software contained in any computer memory or data storage apparatus under the control of Customer, and (iv) certify to Evercom within one week after the termination of this License Agreement that Customer has complied with the provisions of this Section.
9. **Warranty and Disclaimer of Warranties.**
 - a. Evercom warrants that the Software will perform substantially as specified in the applicable user product manual, if any (as it may be updated from time to time in connection with updates provided by Evercom), provided, however, that Evercom shall not be liable under this warranty if the Software has been modified or altered by anyone other than Evercom, if the Software has been abused or misapplied, or if Customer has failed to incorporate all updates provided to Customer by Evercom. In the event of a breach of this warranty, Customer may return the defective Software to Evercom, and Evercom, at Evercom's option, will either: (i) refund any fee paid to Evercom by Customer for the specific piece of defective Software or (ii) correct or replace the Software without charge. Such refund, correction, or replacement is Customer's sole and exclusive remedy for breach of this warranty. Evercom does not represent or warrant that the Software will meet Customer's requirements or that its operation will be uninterrupted or error-free.
 - b. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, EVERCOM DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE OR THE APPLICATION, OPERATION, OR USE THEREOF, THE DATA GENERATED BY THE OPERATION OR USE THEREOF,

OR ANY SUPPORT OR MAINTENANCE SERVICES RENDERED WITH RESPECT THERETO. EVERCOM HEREBY EXCLUDES ALL IMPLIED WARRANTIES TO THE EXTENT PERMITTED BY LAW, INCLUDING, SPECIFICALLY, (I) ANY IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, (II) THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND (III) NONINFRINGEMENT.

10. Limitation of Remedies. Customer assumes the entire risk related to the use of the Software. In no event shall Evercom's liability in connection with the Software or this License Agreement exceed the fee paid to Evercom by Customer for the Software. In addition to the limitations of Evercom's liability set forth in the Agreement, neither Evercom nor its licensors shall have any obligation to Customer, or otherwise be liable to Customer, for any third party claim based on: (i) Customer's operation of Software, (ii) Customer's combination of any of the Software with other products not furnished by Evercom, or (iii) Customer's use of a superseded or altered version of the Software. THE REMEDIES DESCRIBED IN SECTION 7 OF THE AGREEMENT STATE THE EXCLUSIVE LIABILITY OF EVERCOM AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS OF PATENT, COPYRIGHT, OR TRADE SECRET INFRINGEMENT. CUSTOMER SHALL MAKE NO CLAIM AGAINST ANY OF EVERCOM'S LICENSORS ON ACCOUNT THEREOF.

11. Confidentiality. This Section supplements the confidentiality obligations in the Agreement. The parties acknowledge that each party hereto, its employees, agents, affiliates, or subcontractors (collectively, the "Recipient") may be exposed to certain Confidential Information of the other party (the "Disclosing Party"). Any Confidential Information of the Disclosing Party disclosed pursuant to this License Agreement may be used only for the purpose related to this License Agreement or as otherwise required by law, provided that the Recipient provides prompt written notice of such contemplated disclosure required by law and provides reasonable assistance requested by the Disclosing Party in obtaining a protective order or other form of protection against such disclosure. Except as permitted under this Agreement, the Recipient (i) will hold the Disclosing Party's Confidential Information in strict confidence; (ii) will not disclose the Confidential Information to any third party without the written consent of the Disclosing Party and will take all reasonable steps to prevent such disclosure (which steps will include, without limitation, at least the same degree of care, but not less than a reasonable degree of care, and security precautions that the Recipient uses to protect its own confidential information); and (iii) will only use or disclose such Confidential Information within the Recipient's own organization on a need-to-know basis. Moreover, the Recipient agrees to transmit Confidential Information only to the Recipient's partners, directors, officers, employees, agents, advisors, and affiliates or

those of the Recipient's affiliates only on a need-to-know basis and who are informed by the Recipient of the confidential nature of the Confidential Information and who agree to be bound by a confidentiality agreement with terms at least as restrictive as those set forth herein. The Recipient will be responsible for any breach of any provision of this Agreement by the Recipient's affiliates, partners, directors, officers, employees, agents, and advisors and those of the Recipient's affiliates. Confidential Information will be maintained in confidence indefinitely. Each party shall immediately notify the other in writing of any known or perceived misappropriation of the Confidential Information, whether such misappropriation is a result of a negligent or an intentional act of the Recipient or a third party. For purposes of this License Agreement, "Confidential Information" means (i) all ideas, concepts, techniques or know-how tending to give the Disclosing Party a commercial advantage (including, without limitation, any patentable inventions and original works of authorship, such as computer software, customer lists, specifications, business plans, trade secrets, and the like) and (ii) any other information labeled "CONFIDENTIAL" and provided to the Recipient by the Disclosing Party. Notwithstanding the foregoing, Evercom shall have the right to implement, use, and license any and all improvements or enhancements to its Software developed in the course of performance of this License Agreement.

12. Injunctive Relief. Customer recognizes that Evercom will be irreparably harmed in the event of Customer's breach or threatened breach of the sections entitled "Restrictions on Use," "Third Party Information," "Intellectual Property," and "Confidentiality."

~~the Recipient shall be deemed to have agreed to be bound by a confidentiality agreement with terms at least as restrictive as those set forth herein. The Recipient will be responsible for any breach of any provision of this Agreement by the Recipient's affiliates, partners, directors, officers, employees, agents, and advisors and those of the Recipient's affiliates. Confidential Information will be maintained in confidence indefinitely. Each party shall immediately notify the other in writing of any known or perceived misappropriation of the Confidential Information, whether such misappropriation is a result of a negligent or an intentional act of the Recipient or a third party. For purposes of this License Agreement, "Confidential Information" means (i) all ideas, concepts, techniques or know-how tending to give the Disclosing Party a commercial advantage (including, without limitation, any patentable inventions and original works of authorship, such as computer software, customer lists, specifications, business plans, trade secrets, and the like) and (ii) any other information labeled "CONFIDENTIAL" and provided to the Recipient by the Disclosing Party. Notwithstanding the foregoing, Evercom shall have the right to implement, use, and license any and all improvements or enhancements to its Software developed in the course of performance of this License Agreement.~~

13. Independent Contractors. Nothing in this License Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Evercom.

14. Miscellaneous. This License Agreement, together with all schedules and exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supercedes all prior agreements and understandings, oral or written, between the parties with respect to the subject matter hereof. No amendment of this License Agreement shall be effective without the written consent of both parties. Customer represents and warrants that Customer has the power and authority to enter into and perform its obligations under this License Agreement. The parties' obligations under the sections entitled "Restrictions on Use," "Third Party Information," "Intellectual Property," "Termination," "Limitation of Remedies," "Confidentiality," "Injunctive Relief," and this Section 14, shall survive the termination of this License Agreement.

**FIRST AMENDMENT
TO
FACILITY INMATE SERVICES AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by a party ("First Amendment Effective Date") and amends and supplements that certain Facility Inmate Services Agreement dated July 26, 2005 ("Agreement"), by and between Bay County located at 515 Center Avenue, Suite 402, Bay City, Michigan 48708 ("Customer" or "you") and Evercom Systems, Inc. ("Evercom" or "we" or "Provider").

WHEREAS, Customer desires and Evercom agrees to modify the calling platform and so amend the Agreement as described herein; and

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

1. **TERM.** The Agreement entered into the first automatic renewal period on July 26, 2010. The Agreement as amended through this First Amendment shall remain in effect through July 25, 2015. Thereafter, unless one party delivers to the other written notice of non-renewal at least ninety (90) days prior to the end of the then current term, this Agreement shall automatically renew for a successive period of five (5) years. 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.
2. **SCHEDULE.** The following Schedule is effective on this First Amendment Effective date and supersedes any and all other Schedules or agreements to the contrary (oral, written, or otherwise) that may have been made between the parties.

A. APPLICATIONS. We will provide the following Applications:

Secure Call Platform: Secure Call Platform ("SCP") provides, through its centralized net centric, VOIP, digital transmitted system, automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP provides the capability to (a) monitor and record inmate calls, (b) mark certain numbers as private to disable the monitoring and recording function, (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard 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") in the amount of the applicable Collect Commission Percentage (as specified in the chart below) of the applicable revenue base (as specified in the chart below) that we earn through the completion of collect calls placed from the Facilities. Gross 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, credits, and billing recovery fees are excluded from revenue to the Vendor. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days prior to a Payment Date of any change in your payment address.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Collect Commission Percentage	Revenue Base for Calculation of Commission	Payment Address
Bay County Law Enforcement Ctr. 503 Third St. Bay City, MI 48708	SCP	[REDACTED]	[REDACTED]	-SAME-

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

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

WORKSTATION REQUIREMENTS	
Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
INTERNET ACCESS REQUIREMENTS	
DSL or Cable Modem	Data Rate: 1.5 Megbits downstream and 384Kbits upstream, minimum NOTE: You are required and responsible for obtaining and installing anti-virus and firewall protection software for connectivity to and from the Internet.

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal):

The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATION(S)*."

1. Outage Report; Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@Evercom.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, prior to any Technical Support outage. For your calls to Technical Support, the average monthly call answer time is generally 120 seconds or less.

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).

PREPAID CALLING CARDS

DESCRIPTION:

Upon receipt of your written request, we will provide you with inmate prepaid calling cards for resale to inmates at the Facilities specified in the chart below. Prepaid calling cards are not returnable or refundable; all sales are final. Each prepaid calling card will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If you authorize us, we will deal with your third party commissary operator ("Commissary Operator") for the sole purpose of selling prepaid calling cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding

anything to the contrary, you will remain primarily liable for the payment for prepaid 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. Customer agrees to pay all taxes levied by a duly constituted taxing authority against or upon the charges hereunder or on this Agreement, except, however, any taxes based on Provider's income, which taxes shall be paid by Provider. Customer agrees to provide to Provider the Customer's applicable State Sales and Use Tax Resale Certificate. Unless Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will charge Customer's appropriate and applicable taxes on the sale of the Prepaid Calling Cards.

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.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Discount Percentage
Bay County Law Enforcement Ctr. 503 Third St. Bay City, MI 48708	

E-IMPORTS

DESCRIPTION:

"E-imports" is an application that offers automated PIN Management and eliminates the need for detention facility personnel to enter inmate profile information from the jail management system (JMS) into the inmate telephone system in cases where the use of a PIN for inmate calling is desired. With E-Imports, the SCP system imports inmate profile information from a detention facility's JMS when an inmate is booked, transferred, updated, or released.

CALLING RATES

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

3. **EXHIBIT A.** The following Exhibit A, Customer Statement of Work, is effective on this First Amendment Effective date and supersedes any and all other statements of work or agreements to the contrary (oral, written, or otherwise) that may have been made between the parties:
 - 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 8 VPM sets, up to 5 S-Gate licenses, and storage for two (2) years/purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

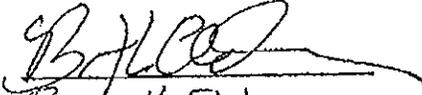
All terms and conditions of the Agreement not amended by this First Amendment remain in full force and effect.

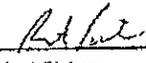
[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the First Amendment Effective Date by their duly authorized representatives.

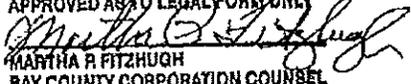
BAY COUNTY, MICHIGAN

EVERGOM SYSTEMS, INC.

By: 
Name: Brian K. Elder
Title: Chairman
Date: 12/14/2010

By: 
Name: Robert Pickens
Title: Chief Marketing Officer
Date: 12-22-10

APPROVED AS TO LEGAL FORM ONLY


MARTHA R. FITZHUGH
BAY COUNTY CORPORATION COUNSEL
DATE: 12-14-10

**SECOND AMENDMENT
TO
INMATE FACILITY SERVICES AGREEMENT**

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by a party ("Second Amendment Effective Date") and amends and supplements that certain Inmate Facility Services Agreement by and between Bay County ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider"), dated July 26, 2005, as subsequently amended by that certain First Amendment dated December 22, 2010 (collectively, the "Agreement").

WHEREAS, the parties desire and agree to extend the Term of the Agreement by twelve (12) months as more fully set forth herein.

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

1. **Term.** This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be extended for an additional twelve (12) months with a modified end date of July 25, 2016. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply to each Schedule for so long as we continue to provide the Applications to you after the expiration or earlier termination of the Agreement.
2. **Commission Increase.** Provider will increase the commission percentage for collect calls to [REDACTED]
3. **Prepaid Calling Card Discount Percentage Increase.** Provider will increase the Prepaid Calling Card discount percentage to 53%.
4. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective as of February 11, 2014, the Agreement shall be modified to reflect that the interstate call rates shall not exceed the rate caps set forth in the FCC Order. Further, in accordance with the FCC Order, effective as of February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type received from the Agreement, and the discount percentage for prepaid calling cards shall be reduced by the applicable percentage attributable to interstate calling revenue from Customer's Facility.
5. Changes to the commission and discount percentage 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.

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

EXECUTED as of the Second Amendment Effective Date.

CUSTOMER: Bay County, Michigan By: _____ Name: _____ Title: _____ Date: _____	PROVIDER: Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: President Date: _____
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Please return signed contract to:

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

**THIRD AMENDMENT
TO
INMATE FACILITY SERVICES AGREEMENT**

This **THIRD AMENDMENT** ("Third Amendment") is effective as of the last date signed by a party ("Third Amendment Effective Date") and amends and supplements that certain Inmate Facility Services Agreement by and between Bay County ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider"), dated July 26, 2005, as subsequently amended by that certain First Amendment dated December 22, 2010, and Second Amendment pending signature (collectively, the "Agreement").

WHEREAS, the parties desire and agree to amend the Agreement to implement Inmate Debit as more fully set forth herein;

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

1. Term. This Third Amendment shall commence on the Third Amendment Effective Date and shall remain in effect through the Term of the Agreement.
2. Applications. The following Applications are hereby added to the Agreement:

INMATE DEBIT

DESCRIPTION:

A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Provider will also allow inmate Friends and Family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by Friends and Family members into an inmate's Debit account become property of the inmate. Provider establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). Provider requires inmate to key in his/her PIN at the beginning of every Debit call in order to complete the call and pay for the call using the inmate's Debit account. Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to Inmates. Customer agrees to use Provider's SCP User Interface or utilize integration with Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project; (ii) any of Customer's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control.

INVOICING AND COMPENSATION:

Provider shall invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt. Provider shall pay Customer the commission percentage that Provider earns through the completion of Debit calls placed from Customer's Facilities as specified in the chart below. Provider reserves the right to deduct call credits from usage. Provider shall remit the commission for a calendar month to Customer on or before the 30th day after the end of the calendar month in which the Debit calls were made (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Debit Commission Percentage
Bay County Law Enforcement Center 503 Third Street Bay City, MI 48708	

***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).**

COMMISSARY ORDER BY PHONE

DESCRIPTION:

Commissary Order by Phone allows an inmate to order and purchase commissary items using the inmate phone system by selecting an additional menu option on the phone system. Customer's commissary operator provides an interactive voice response system ("IVR") and a speed-dial number (800#) into the commissary's IVR. Customer hereby requests that

Provider work with its commissary operator identified below to set up and activate Commissary Order by Phone at the Facility named in the chart below:

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Commissary Operator
Bay County Law Enforcement Center 503 Third Street Bay City, MI 48708	Canteen

CALLING RATES:

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country. The calling rates for Inmate Debit will be the same as the calling rates for Collect.

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

EXECUTED as of the Third Amendment Effective Date.

CUSTOMER: Bay County, Michigan By: _____ Name: _____ Title: _____ Date: _____	PROVIDER: Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: President Date: _____
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Please return signed contract to:

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

Attention: Contracts Administrator

Phone: (972) 277-0300