



November 9, 2022

RE: RFP No. 01-FY2023

Sent via email:
Arobinson@telpage.net

Dear Lieutenant Colonel Pegram:

Thank you for the opportunity to participate in the procurement process for the Southside Regional Jail Authority Inmate Telephone and Video Visitation System contract. In order to provide the best possible response, we ask for your help in clarifying the following items:

1. In order to provide our best possible offer, it is very important to have historical usage data for all revenue streams. This data is necessary to estimate costs as well as potential revenues. The current vendor 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 table: **Data compiled is the average monthly amount for May – October 2022**

Tablet Revenue	# Transactions Per Month	Cost Basis (per minute / message / month / song purchase, etc.)	Total Revenue Per Month
Tablet Lease	0	0	0
Electronic Messaging	2314	\$0.25	\$578.50
Video Messaging	0	0	0
Entertainment Content	\$709/\$2224	\$0.03/\$0.06	2103.51
Video Visitation Revenue	# Visits Per Month	# of Minutes per Month (if minute based)	Total Revenue Per Month
Video Visitation	1353	18,647	\$4661.75

2. Please provide average monthly revenue data for any additional services offered under the current contract, such as voicemail, messaging, etc.
3. In order to help us evaluate usage data and recognize additional revenue potential, it is very helpful to have the rates currently being charged to end-users under the current contract. Please provide the following information:

Call Category	Rate for First Minute	Rate for Each Additional Minute
LOCAL – Collect	\$0.21	\$0.21
INTRALATA – Collect	\$0.35	\$0.35

INTERLATA – Collect	\$0.25	\$0.25
INTERSTATE – Collect	\$0.25	\$0.25
LOCAL – Debit	\$0.21	\$0.21
INTRALATA – Debit	\$0.35	\$0.35
INTERLATA – Debit	\$0.21	\$0.21
INTERSTATE - Debit	\$0.21	\$0.21
International - Debit	\$1.00	\$1.00
LOCAL – PrePaid Collect	\$0.21	\$0.21
INTRALATA – PrePaid Collect	\$0.35	\$0.35
INTERLATA – PrePaid Collect	\$0.21	\$0.21
INTERSTATE – PrePaid Collect	\$0.21	\$0.21
Tablet Rates	Rate Charged	Cost Basis (flat rate or per-minute fee)
Tablet Rental Fee	N/A	N/A
Movie Rental	4.99/7.99	24hrs/48hrs
TV Show Rental	N/A	N/A
Music	7.99/14.99/24.99	7 Day/14 Day /30 Day
Games	2.49/3.74/5.99	7 Day/14 Day /30 Day
Video Rentals	4.99/7.99	24hrs/48hrs
Video Purchases	N/A	N/A
Video Visitation Rates	Per-Visit or Per-Minute Rate	Cost Basis (per visit or per minute)
Video Visit	\$0.25	Per Minute
Messaging Rates	Rate Charged	Cost Basis (per message or per minute)
Voicemail	N/A	N/A
Email or Text Message	\$0.25	Per Message
Video Message	\$1.00	Per Message

4. Does the current vendor offer any alternate calling types, such as Advance Pay, PayNow or Text-to-Connect? If so, what are the rates and fees charged for these calls? **Advance Pay**
5. Please outline the fees that are being charged to end-users: **None**
 - a. Bill Statement Fee
 - b. PrePaid Account Funding Fee via Web
 - c. PrePaid Account Funding Fee via IVR
 - d. PrePaid Account Funding Fee via Live Operator

- e. Fees for Instant Pay Calls
6. Please provide a copy of all current contracts and amendments pertaining to all services under this RFP. **Attached**
-
7. Please provide the commission percentage currently received on inmate telephone revenue. **Annual payment**
8. Please provide the total average monthly commissions received for all services received over the past year from the current vendor. **\$3500.00 per month. Annual total of \$42,000.00**
9. Does the County receive commissions on revenue generated by interstate calls today? **No**
10. Does the County require that proposals include commissions on interstate calls? **No**
11. Do commissions from this contract go to the Inmate Welfare Fund, the Sheriff's Office discretionary fund, or the County general fund? **General Fund**
12. Will the County allow for a proposal to present multiple pricing options for the County's consideration? **Yes**
13. Section 1.1.B on RFP p. 4 states that there are "twelve (8) male and three (3) female housing units, 7 Special Purpose cells..." Please provide a breakdown by housing unit of the inmate capacity and the number of phones each. The inmate capacity for each cell block is necessary for determining network requirements and charging stations needed to support the tablets. **Male Units 2X48 beds, 2X36 beds 3X11 beds 1X8 beds Special Population 7 beds Female Units 21, 6, and 12 beds**
14. Please provide a breakdown of the inmate population, in percentages or actual numbers, by local, DOC, or other agency. **67 Local Responsible, 36 State Responsible, 68 Pretrial**
15. Please provide the average daily population for 2022, broken down by month, if possible? **Attached**
16. In order to ensure a level playing field for all bidders, please confirm that the successful vendor must provide new equipment. Also, please verify that this applies to both new potential bidders and the incumbent provider. **The successful vendor would be expected to provide all equipment required as per the contract.**
17. Please provide the schedule in which the inmates have access to the inmate phones. **0800 – 2330. 7 days a week**
18. How is commissary ordered today? **VIA phone transaction**
19. Does the current vendor provide debit calling? If so, how are debit accounts funded – e.g., through an inmate's trust account, lobby kiosk, phone / website payments,

- etc.? Please list all available methods. **By phone withdrawal from Trust account to Phone Debit Account.**
20. Are calling cards being used today? If so, how are they purchased and given to the inmate? What denominations are available? **None**
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21. What limits does the County place, if any, on use of the services in this RFP – maximum number of onsite visits allowed per week (or other interval), remote visits per week, calls per week, minutes per call/visit, etc? **Currently no onsite visits are allowed. No other restrictions**
22. Is video visitation currently provided via tablets only, or are there visitation kiosks as well? If kiosks:
- How many inmate kiosks are installed? **0**
 - How many visitor kiosks are installed? **0**
 - Do you have any portable kiosks? **No**
 - Do you require the same equipment counts as those described above? If not, please explain. **Equipment will be provided as per the requirements of the RFP**
 - What kind of wiring connects the kiosks to the equipment room? **N/A**
23. For the current inmate tablets program:
- How many tablets does the County have today? **37**
 - Who is the tablet manufacturer? **Inspire**
 - Do inmates share the tablets? How do they check them out? **Shared, issued by Unit Officer**
 - Exactly what services and applications are offered on the tablets? **Music and video streaming, Law Library, Text Messaging, Video Visits.**
 - Are the tablets interfaced with the JMS and for what purpose? **No**
 - Please provide all the rates and fees associated with the tablets. **Provided on front pages**
 - Please provide tablet usage reports for the past several months. **Provided on front pages**
24. Section 2.26 on RFP p. 10 requires “earbuds (provided by the Contractor).” Do you require free earbuds for every inmate booked for the life of the contract, or is it acceptable for inmates to have the ability to purchase earbuds through the commissary? **1st pair provided free to inmates by vendor. Replacement pairs provided by the facility or purchased through commissary**
25. For the mail scanning requirement, what is the average number of inmate mail pieces received daily? Of these, what percentage are legal mail? **Approximately 60-80 per day with 10 to 15% being legal mail**
26. Section 2.26 on RFP p. 10 requires, “An up-to-date Law Library shall be provided on all tablets and inpod kiosks...” Do you have a subscription to a law library service today, or is the vendor expected to provide the law library subscription? **The jail holds a subscription to Lexis Nexis**

27. Please provide the weighted values for all the evaluation criteria listed on RFP p. 16 Section 4.1. **All submissions will be evaluated individually by each member of the reviewing panel**
28. Historical calling data was furnished in the RFP. Will this historical data be used in the evaluation and assignment of points for calling rates? If not, please clarify and provide the estimated/projected call volumes that will be used in the evaluation and assignment of points for calling rates. **Points are not used**
29. Of the points that will be awarded for "cost", how many points will be allocated to rates, and how many will be allocated to commissions? **Points are not used**
30. What is the anticipated start date for this contract? **April 1, 2023**
31. What is the desired contract duration? **5 years**
32. Some vendors provide alternate payment options, such as the ability to purchase a one-time phone call using a credit or debit card, without the necessity of setting up a prepaid account, and typically pay little to no commission on these calls. Will the County please confirm that vendors are required to pay the same commission amount for all calls, including premium, prepaid, debit and collect? **No**
33. After the first round of questions is answered, will the County accept additional questions if clarification is needed for any of the County's responses? **We will answer all questions received no later than 5 days before the cut-off date for proposals.**

If responding to vendor questions by email, please forward all responses to RFP@icsolutions.com

Thank you in advance for your assistance with these questions. We look forward to submitting our proposal for the County's consideration.

Sincerely,

Laura Burns
Director of Marketing
ICSolutions, A Keefe Group Company
210-572-9557
Fax: 210-693-1016
RFP@icsolutions.com

▶	2022	October	Southside Regi...	126.68	\$28,953...	Approved	11/02/2022	11/03/2022
▶	2022	September	Southside Regi...	146.13	\$31,077...	Approved	10/05/2022	10/06/2022
▶	2022	August	Southside Regi...	149.45	\$33,019...	Paid	09/08/2022	09/08/2022
▶	2022	July	Southside Regi...	154.10	\$37,712...	Paid	08/05/2022	08/09/2022
▶	2022	June	Southside Regi...	150.03	\$30,324...	Paid	07/15/2022	07/19/2022
▶	2022	May	Southside Regi...	170.35	\$39,412...	Paid	06/08/2022	06/10/2022
▶	2022	April	Southside Regi...	181.07	\$42,019...	Paid	05/06/2022	05/10/2022
▶	2022	March	Southside Regi...	197.26	\$50,588...	Paid	04/04/2022	04/08/2022
▶	2022	February	Southside Regi...	188.04	\$41,252...	Paid	03/02/2022	03/07/2022
▶	2022	January	Southside Regi...	155.32	\$34,992...	Paid	02/08/2022	02/08/2022

November 22, 2022

RE: RFP No. 01-FY2023

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Arobinson@telpage.net

Dear Lieutenant Colonel Pegram:

Thank you for the opportunity to participate in the procurement process for the Southside Regional Jail Authority Inmate Telephone and Video Visitation System contract. In order to provide the best possible response, we ask for your help in clarifying the following items:

1. Attachment D on RFP p. 32 states that there are 51 wall-mounted phones currently. How many of those are visitation phones? **18**
2. Section 1.2.C on RFP p. 4 states that there are wall-mounted, pedestal and portable phones. How many phones are wall-mounted? How many mounted to pedestals? How many are portable? **50 Wall Mounted and 1 portable**
3. On page 13 of the RFP, requirement 3.1.B.3 indicates any paragraph answer that goes to the next page have the paragraph number and sub-letter at the top of the continuing page. As the pages are all numbered and we will be following the layout of the RFP, and answers will automatically follow on the subsequent page, would the SRJA consider removing this requirement? **No**
4. Requirement 2.38 on p. 12 requires "one full time on-site employee working 24 hours per week." Please confirm that this staff member will work no more than 24 hours each week and will, therefore, be a part-time employee. **Yes, the requirement is for a minimum of 24 hours. Employee will be employed by the vendor**
5. Please provide the fee structure for all Trust Fund deposit methods including by amount deposited ranges:
 - Phone **0**
 - Web/Mobile **0**
 - Kiosk **\$3.00**
 - Walk-in Retailer (Cash transactions) **0**
 - Other
6. Please provide 3 months of detailed Trust Fund transaction history for all inmates or provide the information below:
 - Average number of Trust Fund deposits per month **300**
 - Average amount of total dollars deposited per month **\$22,750**
7. Does the SRJA currently receive a commission on Trust Fund deposits? If so, please provide. **No**
8. For Inmate Debit Release:
 - a. Who is your current provider? **Rapidefund**
 - b. Please provide the fee schedule. **\$3.95 per month**

- c. On average, how many inmates are released each month? **71**
 - d. Does the SRJA intend to issue a debit card to all inmates being released or is there a dollar threshold that must be met? **No**
9. Please provide the Name of current Cash Bond / Bail Payment Services vendor: **N/A**
-
10. Please provide fee structure for all Cash Bond/Bail payments **N/A**
- Phone
 - Web
 - Kiosk
 - Other
11. Please provide 3 months of detailed Cash Bond/Bail transaction history or provide the information below: **N/A**
- Average number of Bond/Bail payments made per month
 - Average total dollar amount of Bond/Bails paid per month
12. Does the SRJA currently receive a commission for Cash Bond/Bail payments? If so, please provide. **No**
13. Will the SRJA continue to accept Cash Bond/Bail payments at the window or will the awarded vendor be the only option? **SRJA does not take Cash bond or Bail Payments**
14. Who will be responsible for the removal of the cash of the lobby kiosk(s)? **The Vendor**
15. Who will be responsible the removal of cash out of the intake kiosk(s)? **The vendor**
16. Is the SRJA interested in the awarded vendor processing payments from the public through the lobby kiosk, internet, mobile app or phone for things such as concealed carry licenses, fingerprinting, traffic fines, taxes, etc.? **No**

If responding to vendor questions by email, please forward all responses to RFP@icsolutions.com

Thank you in advance for your assistance with these questions. We look forward to submitting our proposal for the SRJA's consideration.

Sincerely,

Laura Burns
Director of Marketing
ICSolutions, A Keefe Group Company
210-572-9557
Fax: 210-693-1016
RFP@icsolutions.com



Digital Solutions / Inmate Telephone, Inc.

Inmate Telephone Services Agreement

This Inmate Telephone Services Agreement (hereinafter, the "Agreement") is effective this 20th day of May, 2009, by and between INMATE TELEPHONE, INC. located at 4200 Industrial Park Drive, Altoona, PA 16602 (hereinafter "ITI") and Southside Regional Jail located at 244 Uriah Branch Way, Emporia, VA 23847 (hereinafter "Customer") (collectively, the "Parties"). The Parties agree that this Agreement shall govern the mutual rights and obligations of the parties with respect to the inmate and resident facilities owned, built, or operated by Customer (the "Facilities").

I. **TERM.** This Agreement is effective as of the date set forth above, and shall remain in force and effect for Five (5) years from the date of installation of ITI's Inmate telephone system (the "Initial Term") and may be extended for an additional Five (5) year period (the "Initial renewal term") unless the Agreement is earlier terminated in accordance with the termination provisions herein. Unless one party delivers to the other a written notice of non-renewal at least ninety (90) days prior to the expiration of the current term, this Agreement shall renew automatically upon the same terms and conditions as set forth herein (the "Renewal Term"). Upon receipt of a notice of non-renewal from Customer, ITI has the right to match the financial and service conditions of any competitive proposal under consideration, and upon written notification of ITI's promise to match such proposal, ITI may retain the business for an additional Renewal Term. If, for any reason beyond ITI's control, the business operations of the Facilities are interrupted during the Initial Term or any Renewal Term, such term shall be extended for a period of time equal to the period of interruption.

II. NCOTS INSTALLATION AND OPERATION.

A. In consideration for the services and equipment provided by ITI as set forth herein, Customer grants to ITI the sole and exclusive right and license to install, maintain, operate and derive revenue from all non-coin operated telephones ("NCOTS") for use by inmates at the Facilities or any additional facilities built or controlled by Customer during the Initial Term and any Renewal Term, or any extensions thereof.

B. ITI shall use reasonable efforts to install the NCOTS within ninety (90) days after the Effective Date. Customer agrees that the configuration of the NCOTS, including the number of telephones, shall be at ITI's discretion based on system usage at each Facility. Customer hereby grants to ITI reasonable access to and the use of the Facilities for the installation, maintenance and operation of the NCOTS. Customer further agrees to provide adequate space for the telephones that is easily accessible to the inmates, and adequate space for the equipment necessary to operate the NCOTS that is easily accessible to ITI or its representatives. Customer shall provide at its own expense electrical outlets sufficient in number and capacity for operating the NCOTS and related equipment in each Facility.

C. ITI shall be responsible for all line charges and any phone company charges related to the use of the NCOTS installed by ITI at the Facilities.

D. Except as otherwise expressly provided in this Agreement, all phones, phone-related equipment, hardware and software provided by ITI, including the NCOTS and all components thereof, and ITI's proprietary Call Recording Technology System (the "CRTS") shall remain the property of ITI. Customer warrants and represents that it shall not transfer, encumber, pledge, remove, relocate or grant any interest in said property without ITI's express written consent.

E. Maintenance and repair of the equipment installed by ITI (except as set forth in Article III with respect to

the equipment listed in EXHIBIT B) shall be the responsibility of ITI, provided, however, that the cost of any repair or maintenance required due to the misuse, neglect, or willful misconduct of Customer, its agents or employees, shall be the responsibility of Customer. Any repairs required due to misuse, neglect, or willful misconduct of Customer, its agents or employees, will be billed to Customer at ITI's standard rates, including travel and expenses. ITI shall perform all such maintenance in accordance with the service level commitments in EXHIBIT C.

F. ITI shall provide call recording and/or monitoring services for conversations made through the NCOTS, including the use of ITI's proprietary Call Recording Technology System (the "CRTS"). Customer agrees it shall be solely responsible for designating, and shall designate, through the Inmate Telephone Management System which conversations are to be recorded and/or monitored ("designated conversations") and which conversations are not to be recorded or monitored. The CRTS will record designated conversations to a commercial grade redundant storage device; provided, however, that ITI shall not be obligated to record any conversation that is privileged or to make any recording that prohibited by law (including without limitation privacy laws) or a court order. ITI reserves the right, in its sole discretion, to decline to record any conversation which ITI has a good faith belief would violate any law, court order, or other legal obligation or prohibition.

ITI agrees to provide storage for recorded conversations for a maximum period of three (3) years unless a different period has been agreed to in writing by both Parties. ITI and/or its subcontractors will use industry standard methods to store recorded conversations; however, Customer shall be solely responsible for backing up the recorded conversations stored by ITI and/or its subcontractors and must do so to devices owned and operated by, or under the control of, Customer. In the event of a system failure which results in the loss of any or all stored conversations, ITI, its subcontractors and Customer will rely solely on the Customer's backup data for recovery.

ITI offers no warranty as to the accuracy or reliability of its conversation recordings or the accuracy or reliability of the storage media on which the conversation recordings are stored. In the event of a failure of one of the systems for any reason beyond ITI's control, including but not limited to a system malfunction, loss or interruption of power, or any other event beyond ITI's control, Customer agrees that ITI shall not be liable for any claims of any nature based on a failure to record, monitor, or store a conversation.

III. COMPENSATION

A. In consideration for granting ITI the exclusive right to operate the NCOTS at the Facilities, ITI will pay Customer Fifty (50.00 %) percent of the gross billed revenue generated by calls made from the NCOTS at the Facilities and an additional Two Hundred and Fifty Dollars (\$ 250.00) Per Month. Gross Billed Revenue, as used herein, means ITI's total revenue from all billed calls before any deductions or bad debt. Taxes and fees collected on behalf of Local, State, Federal or

other governmental agencies are not considered to be revenue for the purpose of this definition. Payments to Customer shall be due within thirty (30) days following the collection of records from the preceding month. All commission payments shall be final and binding upon Customer unless written objection thereto is received by ITI within sixty (60) days of ITI's mailing of the commission payment to Customer. Upon request ITI shall provide Customer with an annual accounting of all revenue received under this Agreement.

B. Exhibit A to this agreement sets forth the rate schedule for inmate use of the NCOTS system. These rates shall be effective for the term of this Agreement, except as modified in accordance with Article III(C) below.

C. In the event of a change, repeal, enactment or amendment of any statute or regulation by any governmental authority that increases ITI's costs to perform under this Agreement or reduces ITI's allowable rates that may be charged to NCOTS users, ITI shall be entitled to adjust the rates and terms of payment as set forth in Article III.A above and Exhibit A - Rates, to recover the increase in operating costs or to compensate for losses in revenues due to decreases in the rates chargeable to NCOTS users, said adjustment to take effect no earlier than fifteen (15) days after receipt by Customer of written notice of said adjustment. Any rate increase for reasons other than those stated herein shall be subject to Customer's written approval.

D. Each year during the performance of this contract, ITI shall provide Customer with the yearly DSI OMS maintenance and support incentives listed in EXHIBIT B.

IV. TERMINATION

A. In the event of termination of this Agreement for any reason, Customer agrees to allow ITI access to the Facilities in order to remove all equipment, hardware, and software which belongs to ITI. ITI agrees to remove its equipment within thirty (30) days after expiration or termination of the Agreement.

B. In the event Customer terminates the Agreement ITI will no longer be responsible for providing the yearly DSI OMS maintenance and support incentives listed in EXHIBIT B.

C. Customer acknowledges and agrees that its liability in the event of a termination without cause shall include the cost of installing and removing all of ITI's phones and equipment at the Facilities and forfeiture of the final two (2) months of commission payments. Customer hereby agrees that the cost of installing and removing ITI's phones and equipment is Five Hundred Dollars (\$500.00) per phone. This provision shall not be construed as limiting ITI's right to pursue any other available remedy for a breach of the contract by Customer.

D. In the event a party believes the other is in material breach of this Agreement, that party shall give the breaching party written notice specifying the nature of the breach and an intention to terminate the Agreement if the breach is not cured in accordance with this provision. This written notice shall include, but is not limited to, a statement of the facts relating to the breach and the action required to cure the breach. The breaching party shall have thirty (30) business days from the receipt of such notice to cure the breach unless the breach is incapable of being cured within the thirty (30) business day period, in which case the Agreement may not be terminated if efforts to cure the breach are initiated within the thirty (30) business day period and diligently pursued to completion. If the breach is not cured within ninety (90) days after the receipt of

written notice of the breach, the other party may terminate the Agreement effective immediately upon notice of termination to the breaching party, and may pursue any available legal or equitable remedies for the breach.

E. For the purposes of this Article IV, the term "cause" shall not include nonperformance due to Force Majeure Conditions, or any other causes beyond a party's control. Force Majeure Conditions include but are not limited to the following: Acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, acts or omissions of third parties, including suppliers and common carriers (collectively referred to as "Force Majeure Conditions").

V. LIABILITY

A. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ITI SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF OR INABILITY TO USE ITI'S NCOTS, INMATE TELEPHONE MANAGEMENT SYSTEM HARDWARE OR SOFTWARE, THE EQUIPMENT OR SOFTWARE PROVIDED UNDER EXHIBIT B, OR ANY RECORDING HARDWARE OR SOFTWARE PROVIDED BY ITI UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY DAMAGES OR LIABILITY RESULTING FROM THE INABILITY TO RECORD OR MONITOR CONVERSATIONS, LOSS OF DATA, CALL RECORDINGS, OR CALL DETAIL INFORMATION, OR THE USE OF ANY CONVERSATION RECORDINGS OR CALL DETAIL INFORMATION. ITI SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ITI'S MAXIMUM LIABILITY UNDER THIS AGREEMENT, INCLUDING ANY DUTY TO DEFEND OR INDEMNIFY, SHALL BE LIMITED TO THE LESSER OF (1) \$1,000,000 OR (2) THE AGGREGATE GROSS BILLED REVENUE RECEIVED BY ITI LESS COMMISSIONS PAID TO CUSTOMER UNDER THIS AGREEMENT.

B. Subject to the limitations set forth in Article V.A, ITI shall indemnify and hold Customer, and its agents, employees, officers, and directors harmless against claims, losses or liability (including reasonable attorney's fees) arising from changes to or destruction of property, or injury to persons, occurring solely as a result of ITI's negligent installation or maintenance of the NCOTS.

C. Notwithstanding anything herein to the contrary, ITI shall not be liable for interruption of service from any cause. In no event shall ITI be liable for holes in the walls or damage to floors or other damages that may result from the installation or removal of the phones using reasonable installation and removal techniques.

D. ITI normally does not install any phone cord longer than 18 inches on its telephones for multiple reasons, including inmate safety, and thus, ITI will not install any phone cord longer than 18 inches in the Facilities.

VI. INTELLECTUAL PROPERTY

A. **Confidentiality.** Customer acknowledges that ITI's inmate telephone and call recording systems, the hardware and software incorporated therein, and related information provided under the Agreement are confidential and proprietary to ITI (collectively, the "Proprietary Information"). The Proprietary Information is and will remain the sole property of ITI. Customer agrees to keep the Proprietary Information confidential and to use it only in connection with this Agreement for purposes of installing, operating and/or maintaining the NCOTS and the CRTS. Customer shall not use the Proprietary Information in any way detrimental to ITI or for the benefit of any third party, or disclose any Proprietary Information to any third party without ITI's express written consent. Customer further agrees to use reasonable commercial efforts to protect the secrecy and confidentiality of and avoid disclosure or misuse of the Proprietary Information, including without limitation, those commercially reasonable measures which Customer uses to protect its own highly sensitive confidential information. Moreover, Customer agrees that it will not reverse engineer or disassemble, make or cause to be made derivative works of any kind from, or make copies of, the Proprietary Information, absent ITI's express written permission. In the event of any unauthorized disclosure or use of the Proprietary Information, Customer shall notify ITI immediately in writing and will use reasonable efforts to minimize the damage from such disclosure or use. Customer will be solely responsible for any breach of this provision and in addition to the foregoing will, at its sole expense, take all reasonable measures including, but not limited to, court proceedings, to prohibit or prevent further unauthorized disclosure or use of the Proprietary Information as a result of such breach.

B. **Limited License.** Customer acknowledges that the hardware and software incorporated into the NCOTS and CRTS includes patented, patent pending, and/or copyrighted technology ("ITI's Proprietary Technology"). This Agreement entitles Customer to use ITI's Proprietary Technology solely for the operation of the NCOTS and the CRTS. No license, express or implied, in ITI's Proprietary Technology is granted to Customer other than to use ITI's Proprietary Technology in the manner and to the extent required for the operation of the NCOTS and the CRTS.

C. **Ownership of Intellectual Property.** Customer acknowledges and agrees that any and all intellectual property rights in ITI's Proprietary Technology, including but not limited to any pending patent application or issued patent covering any aspect of ITI's Proprietary Technology is and will remain the sole property of ITI. Though no separate royalty is being charged for the use of the CRTS, the parties acknowledge and agree that a reasonable royalty associated with the CRTS is incorporated into the compensation being paid under this Agreement; in this sense, the CRTS is being provided at no additional royalty.

D. **Restrictions.** Customer agrees that it will not reverse-engineer, disassemble or decompile any equipment, component, or software which is part of the NCOTS and/or CRTS.

E. **No Source Code License.** To the extent that the licenses hereunder reach any software, Customer acknowledges and agrees that the licenses granted hereunder extend solely to such software in object form only, and that nothing in this Agreement shall be construed as granting any license whatsoever to the underlying source code that is used to generate any such software.

F. The parties agree that a breach of the obligations in this Article VI would cause irreparable harm and thus the non-breaching party shall be entitled, without limitation, to court ordered injunctive relief to prevent such harm in the event of an apparent or threatened breach of such obligations.

VII. MISCELLANEOUS

A. **Authority.** Each party to this Agreement warrants and represents that it has the unrestricted right and requisite authority to execute, deliver and perform under this Agreement and to authorize the installation and operation of the NCOTS and related equipment in the Facilities. Each party further warrants and represents that the execution of this Agreement has been duly authorized and that the signatory below has the legal authority to enter a binding contract on behalf of the party, and that all actions, resolutions and/or express authorizations required to be obtained prior to entering this Agreement have been taken, passed and/or obtained.

B. **Governing Law.** The terms of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the Commonwealth of Virginia, and the Parties irrevocably consent to the personal jurisdiction of the federal and state courts presiding in Virginia.

C. **Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

D. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. **Entire Agreement.** Except as provided by Section VII(O) below, this Agreement, including EXHIBITS A, B and C, contains the entire agreement by and between the Parties and replaces any prior or existing agreements, oral or written, between the Parties concerning the subject matter herein.

F. **Modifications.** This Agreement cannot be varied or modified orally and can only be varied or modified by a written instrument signed by a representative of each party who has legal Authority to enter such Agreement.

G. **Assignments.** ITI reserves the right to assign its rights and obligations under this Agreement only with the prior consent of Customer, which consent shall not be unreasonably withheld. Any sale or transfer of the business, property or operations of the Facilities shall include an assumption by the buyer of all the terms and conditions of this Agreement. Customer may assign this Agreement only with the written consent of ITI, which consent shall not be unreasonably withheld.

H. **No Waiver.** No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default.

I. **Dispute Resolution.** Any claim or controversy arising out of or relating to the Agreement shall, upon a party's written request, initially be submitted to a senior manager from each party, who will meet in person and confer in good faith to resolve the dispute within fifteen (15) business days following such notice. In the event the Parties cannot resolve the

dispute, the Parties may pursue any available legal or equitable remedy consistent with this Agreement.

J. **Notices.** All notices required to be in writing herein shall be delivered by each party to the other party by registered mail at the following address. Either party may change the designated address and/or recipient upon written notice to the other party in accordance with this provision.

If to ITI:

Inmate Telephone Inc.
Attn: CFO, James Faith
cc: COO, James Rokosky
4200 Industrial Park Drive
Altoona, PA 16602

If to Customer:

Southside Regional Jail
Attn: Superintendent Lance Forsythe
244 Uriah Branch Way
Emporia, VA 23847

K. **No Joint Venture.** Neither this Agreement nor the disclosure or receipt of Proprietary Information constitutes or implies any promise or intention to enter into a partnership, agency, employment, or joint venture relationship, or to make any investment in any entity, to purchase any products or services by any entity, or to offer any additional information, products, or services to any entity. The relationship hereby established between the Parties is that of independent contractors.

L. **Interpretation.** Section headings in this Agreement are for reference only and shall not be construed as modifying any provisions herein.

M. **Survival.** Sections IV(A)-(C), V(A)-(D), VI(A), (C)-(D) and (F), and VII(B)-(E), (J), and (L) shall survive any termination or expiration of this Agreement.

N. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one agreement.

O. **Request for Proposals.** The Request for Proposals for An Inmate Telephone System issued on March 23, 2009 ("RFP) and Inmate Telephone Incorporated's response to the issued RFP dated April 20, 2009 is hereby incorporated by reference into this Agreement. In the event of a conflict or inconsistency between the above documents constituting this Agreement, the following order of precedence shall apply.

- 1) This Agreement (including Attachments A, B and C)
- 2) ITI's April 20, 2009 Proposal Response
- 3) Request for Proposal For an Inmate Telephone System and addenda number 1.

IN WITNESS WHEREOF, the Parties have executed this Agreement the date first

above written.

CUSTOMER

INMATE TELEPHONE, INC.

By: *James Frumpton*
Name: LANCE FOREMAN
Title: SUPER INTENDENT

By: *[Signature]*
Name: TONY BAMBRETT
Title: PRESIDENT

Witness:

By: *LTC David Allen*
Name: David Allen

Witness:

By: *[Signature]*
Name: Linda L Glasgow

EXHIBIT A - RATES

LOCAL						
	DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL MINUTES	ADD'T'L MINUTE	INITIAL MINUTES	ADD'T'L MINUTE	INITIAL MINUTES	ADD'T'L MINUTE
All	FLAT RATE	FLAT RATE	FLAT RATE	FLAT RATE	FLAT RATE	FLAT RATE
Flat Rate on 15-minute Collect Call: \$1.50 Flat Rate on 15-minute Debit Call: \$1.45						
INTRALATA						
	DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL MINUTE	ADD'T'L MINUTE	INITIAL MINUTE	ADD'T'L MINUTE	INITIAL MINUTE	ADD'T'L MINUTE
All	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
Collect Call Operator Surcharge: \$1.95 Debit Call Operator Surcharge: \$1.80						
INTERLATA						
	DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL MINUTE	ADD'T'L MINUTE	INITIAL MINUTE	ADD'T'L MINUTE	INITIAL MINUTE	ADD'T'L MINUTE
All	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55
Collect Call Operator Surcharge: \$3.00 Debit Call Operator Surcharge: \$2.75						
OUT-OF-STATE/INTERSTATE						
	DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL MINUTE	ADD'T'L MINUTE	INITIAL MINUTE	ADD'T'L MINUTE	INITIAL MINUTE	ADD'T'L MINUTE
All	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89
Collect Call Operator Surcharge: \$3.50 Debit Call Operator Surcharge: \$3.00						
OUT OF COUNTRY						
	DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL MINUTE	ADD'T'L MINUTE	INITIAL MINUTE	ADD'T'L MINUTE	INITIAL MINUTE	ADD'T'L MINUTE
All	\$0.99	\$0.99	\$0.99	\$0.99	\$0.99	\$0.99
Debit / Pre-Paid Call Operator Surcharge: \$4.95						

EXHIBIT B – Equipment Incentives

YEARLY MAINTENANCE & SUPPORT FEE				
Quantity	Description		Unit Cost	Ext. Cost
10	Business Hour Technical Support (Excluding Holidays)		\$85.00	\$850.00
11	DSI Offender Management System		\$395.00	\$4,345.00
1	Imaging Software Upgrade		\$2,000.00	\$2,000.00
1	e-Vigilance Single Print Fingerprint Server License From M2Sys		\$1,000.00	\$1,000.00
200	e-Vigilance Single Print Fingerprint Licenses From M2Sys (Priced per Inmate)		\$1.20	\$240.00
TOTAL YEARLY FEES				\$8,435.00

EXHIBIT C – Service Levels

I. Introduction

The Support Desk provides our clients with immediate assistance with issues including hardware, installation, application issues, and general requests for information. The support and service staff's goals are to be accurate, available advocates and to provide advice and consultation on how best to use our products in your facility.

II. Summary

ITI employs a staff of qualified technicians, installers, trainers, and developers to meet the needs of our client base in regard to Support and Maintenance of our Offender Communication System (OCS).

The services we provide include:

- Free phone support. ITI coverage pattern responds to all calls within four (4) hours and provides immediate assistance to catastrophic failures. Our coverage goals and staffing levels during normal business hours are designed to provide response within minutes of your call. Currently, normal business hours are Monday through Friday 8:00 AM – 5:00 PM, EST.
- 24-hour, 7-days a week support. All ITI inmate phone customers receive support at no cost.

ITI enjoys excellent client satisfaction ratings from the customers that the Support Department supports; the company has retained over 98 percent of its customers for over 13 years. The Support personnel represent the means of communication between our client facilities and the company with regards to software and hardware issues. ITI utilizes state-of-the-art, CRM tracking system to log all support calls, track the progress, and document resolutions to ensure the most effective, timely resolution of customer concerns. Managers evaluate Support's performance and have the ability to monitor all calls and e-mails.

Client facilities utilize a toll-free telephone number, fax, or e-mail to call into Support for issue or initiate service calls. At the onset of a call, the technician receives information about the caller's request and asks a standard set of questions to ascertain the nature, severity, and details concerning the caller's request. The technician assigns a tracking number for the client, and through our online tools, begins diagnosing and immediately providing answers to the problems. Our goal is to address the callers concern with the first contact, and not pass caller from technician to technician, or annoying voice response systems. Every call is documented, and the resolution is recorded. Client facilities can request detailed documentation with regards to their support usage. Such reports include the description, assignment, all journal entries of our progress, resolutions, recommendations, and the amount of time taken on the call.

III. Guidelines for Support Issues

When taking calls our Specialist reviews the history of the specific calling facility and or issue, and ascertains the scope of the problem. Through dialogue with the caller the most appropriate approach towards resolving the issue is determined. We have the ability to remotely access facilities through (modem, RAS, or VPN). If time is available and a recurring issue requires instruction, our technicians are more than capable, and willing to walk the customer through instruction, and resolution of the problem. **Our goal is to be available when our customers need us, provide accurate information to resolve customer issues, be an advocate to get the things done that make our customers job easier, and provide advice on how our system can accomplish just that.**

We know that some issues can not be fixed immediately. Each open call is reviewed daily. Technicians stay in contact with facility, and keep you informed. All progress is document through Journal notes, and can be reported by use of the tracking number issued when the call was opened. Each call has a priority and each priority has a goal.

Amendment #1

**AMENDMENT TO THE
INMATE TELEPHONE SERVICES AGREEMENT**

THIS AMENDMENT TO THE INMATE TELEPHONE SERVICES AGREEMENT ("Amendment") is entered into as of May 29, 2014 (the "Effective Date"), by and between DSI-ITI, LLC, formerly Inmate Telephone Inc., having its principal place of business at 5000th 6th Avenue, Suite 1, Altoona, PA 16602 ("Company") and Southside Regional Jail located at 244 Uriah Branch Way, Emporia, VA 23847 ("Facility").

WHEREAS, Company and Facility previously entered into that certain Inmate Telephone Services Agreement dated as of May 20, 2009 (the "Agreement") and the parties would like to amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the parties, the parties hereby amend the Agreement as follows:


1. The Parties agree to extend the Agreement for an additional five (5) year term, commencing on August 19, 2014 and terminating on August 19, 2019. Upon commencement of the renewal term, the commission rate shall increase to fifty-five percent (55%).
2. Upon execution of this Amendment, Company shall provide Facility:
 - a. 17 New Windows 7 Workstations
 - b. Call recordings will be stored for one (1) year.
 - c. Maintenance & Support of OMS - Continued Offender Management System (OMS) Maintenance & Support at **NO COST** for the duration of the contract.
 - d. Calling Rates - Maintain the same calling rates that are in place today while adhering to the FCC Order on Interstate Calling.
 - e. Kiosk Fee - The kiosk cash fee will be three (3) dollars for each cash deposits.
3. Except as set forth above, there is no other revision to the Agreement or the obligations of either party, and the Agreement remains in full force and effect.
4. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

AGREED TO:

SOUTHSIDE REGIONAL JAIL

DSI-ITI, LLC

By: *Lt. Col. David M. Allen*
Name: *David M. Allen*
Title: *Interim Superintendent*
Date: *06/02/2014*

By: 
Name: *Anthony Bambocci*
Title: *President*
Date: *5/29/14*



Digital Solutions / Inmate Telephones, Inc.

Inmate Telephone Services Agreement

This Inmate Telephone Services Agreement (hereinafter, the "Agreement") is effective this 20th day of May, 2008, by and between INMATE TELEPHONE, INC. located at 4200 Industrial Park Drive, Altoona, PA 16602 (hereinafter "ITI") and Southside Regional Jail located at 244 Uriah Branch Way, Emporia, VA 23847 (hereinafter "Customer") (collectively, the "Parties"). The Parties agree that this Agreement shall govern the mutual rights and obligations of the parties with respect to the inmate and resident facilities owned, built, or operated by Customer (the "Facilities").

I. **TERM.** This Agreement is effective as of the date set forth above, and shall remain in force and effect for Five (5) years from the date of installation of ITI's Inmate telephone system (the "Initial Term") and may be extended for an additional Five (5) year period (the "Initial renewal term") unless the Agreement is earlier terminated in accordance with the termination provisions herein. Unless one party delivers to the other a written notice of non-renewal at least ninety (90) days prior to the expiration of the current term, this Agreement shall renew automatically upon the same terms and conditions as set forth herein (the "Renewal Term"). Upon receipt of a notice of non-renewal from Customer, ITI has the right to match the financial and service conditions of any competitive proposal under consideration, and upon written notification of ITI's promise to match such proposal, ITI may retain the business for an additional Renewal Term. If, for any reason beyond ITI's control, the business operations of the Facilities are interrupted during the Initial Term or any Renewal Term, such term shall be extended for a period of time equal to the period of interruption.

II. NCOTS INSTALLATION AND OPERATION.

A. In consideration for the services and equipment provided by ITI as set forth herein, Customer grants to ITI the sole and exclusive right and license to install, maintain, operate and derive revenue from all non-coin operated telephones ("NCOTS") for use by inmates at the Facilities or any additional facilities built or controlled by Customer during the Initial Term and any Renewal Term, or any extensions thereof.

B. ITI shall use reasonable efforts to install the NCOTS within ninety (90) days after the Effective Date. Customer agrees that the configuration of the NCOTS, including the number of telephones, shall be at ITI's discretion based on system usage at each Facility. Customer hereby grants to ITI reasonable access to and the use of the Facilities for the installation, maintenance and operation of the NCOTS. Customer further agrees to provide adequate space for the telephones that is easily accessible to the inmates, and adequate space for the equipment necessary to operate the NCOTS that is easily accessible to ITI or its representatives. Customer shall provide at its own expense electrical outlets sufficient in number and capacity for operating the NCOTS and related equipment in each Facility.

C. ITI shall be responsible for all line charges and any phone company charges related to the use of the NCOTS installed by ITI at the Facilities.

D. Except as otherwise expressly provided in this Agreement, all phones, phone-related equipment, hardware and software provided by ITI, including the NCOTS and all components thereof, and ITI's proprietary Call Recording Technology System (the "CRTS") shall remain the property of ITI. Customer warrants and represents that it shall not transfer, encumber, pledge, remove, relocate or grant any interest in said property without ITI's express written consent.

E. Maintenance and repair of the equipment installed by ITI (except as set forth in Article III with respect to

the equipment listed in EXHIBIT B) shall be the responsibility of ITI, provided, however, that the cost of any repair or maintenance required due to the misuse, neglect, or willful misconduct of Customer, its agents or employees, shall be the responsibility of Customer. Any repairs required due to misuse, neglect, or willful misconduct of Customer, its agents or employees, will be billed to Customer at ITI's standard rates, including travel and expenses. ITI shall perform all such maintenance in accordance with the service level commitments in EXHIBIT C.

F. ITI shall provide call recording and/or monitoring services for conversations made through the NCOTS, including the use of ITI's proprietary Call Recording Technology System (the "CRTS"). Customer agrees it shall be solely responsible for designating, and shall designate, through the Inmate Telephone Management System which conversations are to be recorded and/or monitored ("designated conversations") and which conversations are not to be recorded or monitored. The CRTS will record designated conversations to a commercial grade redundant storage device; provided, however, that ITI shall not be obligated to record any conversation that is privileged or to make any recording that prohibited by law (including without limitation privacy laws) or a court order. ITI reserves the right, in its sole discretion, to decline to record any conversation which ITI has a good faith belief would violate any law, court order, or other legal obligation or prohibition.

ITI agrees to provide storage for recorded conversations for a maximum period of three (3) years unless a different period has been agreed to in writing by both Parties. ITI and/or its subcontractors will use industry standard methods to store recorded conversations; however, Customer shall be solely responsible for backing up the recorded conversations stored by ITI and/or its subcontractors and must do so to devices owned and operated by, or under the control of, Customer. In the event of a system failure which results in the loss of any or all stored conversations, ITI, its subcontractors and Customer will rely solely on the Customer's backup data for recovery.

ITI offers no warranty as to the accuracy or reliability of its conversation recordings or the accuracy or reliability of the storage media on which the conversation recordings are stored. In the event of a failure of one of the systems for any reason beyond ITI's control, including but not limited to a system malfunction, loss or interruption of power, or any other event beyond ITI's control, Customer agrees that ITI shall not be liable for any claims of any nature based on a failure to record, monitor, or store a conversation.

III. COMPENSATION

A. In consideration for granting ITI the exclusive right to operate the NCOTS at the Facilities, ITI will pay Customer Fifty (50.00 %) percent of the gross billed revenue generated by calls made from the NCOTS at the Facilities and an additional Two Hundred and Fifty Dollars (\$ 250.00) Per Month. Gross Billed Revenue, as used herein, means ITI's total revenue from all billed calls before any deductions or bad debt. Taxes and fees collected on behalf of Local, State, Federal or

other governmental agencies are not considered to be revenue for the purpose of this definition. Payments to Customer shall be due within thirty (30) days following the collection of records from the preceding month. All commission payments shall be final and binding upon Customer unless written objection thereto is received by ITI within sixty (60) days of ITI's mailing of the commission payment to Customer. Upon request ITI shall provide Customer with an annual accounting of all revenue received under this Agreement.

B. Exhibit A to this agreement sets forth the rate schedule for inmate use of the NCOTS system. These rates shall be effective for the term of this Agreement, except as modified in accordance with Article III(C) below.

C. In the event of a change, repeal, enactment or amendment of any statute or regulation by any governmental authority that increases ITI's costs to perform under this Agreement or reduces ITI's allowable rates that may be charged to NCOTS users, ITI shall be entitled to adjust the rates and terms of payment as set forth in Article III.A above and Exhibit A - Rates, to recover the increase in operating costs or to compensate for losses in revenues due to decreases in the rates chargeable to NCOTS users, said adjustment to take effect no earlier than fifteen (15) days after receipt by Customer of written notice of said adjustment. Any rate increase for reasons other than those stated herein shall be subject to Customer's written approval.

D. Each year during the performance of this contract, ITI shall provide Customer with the yearly DSI OMS maintenance and support incentives listed in EXHIBIT B.

IV. TERMINATION

A. In the event of termination of this Agreement for any reason, Customer agrees to allow ITI access to the Facilities in order to remove all equipment, hardware, and software which belongs to ITI. ITI agrees to remove its equipment within thirty (30) days after expiration or termination of the Agreement.

B. In the event Customer terminates the Agreement ITI will no longer be responsible for providing the yearly DSI OMS maintenance and support incentives listed in EXHIBIT B.

C. Customer acknowledges and agrees that its liability in the event of a termination without cause shall include the cost of installing and removing all of ITI's phones and equipment at the Facilities and forfeiture of the final two (2) months of commission payments. Customer hereby agrees that the cost of installing and removing ITI's phones and equipment is Five Hundred Dollars (\$500.00) per phone. This provision shall not be construed as limiting ITI's right to pursue any other available remedy for a breach of the contract by Customer.

D. In the event a party believes the other is in material breach of this Agreement, that party shall give the breaching party written notice specifying the nature of the breach and an intention to terminate the Agreement if the breach is not cured in accordance with this provision. This written notice shall include, but is not limited to, a statement of the facts relating to the breach and the action required to cure the breach. The breaching party shall have thirty (30) business days from the receipt of such notice to cure the breach unless the breach is incapable of being cured within the thirty (30) business day period, in which case the Agreement may not be terminated if efforts to cure the breach are inflated within the thirty (30) business day period and diligently pursued to completion. If the breach is not cured within ninety (90) days after the receipt of

written notice of the breach, the other party may terminate the Agreement effective immediately upon notice of termination to the breaching party, and may pursue any available legal or equitable remedies for the breach.

E. For the purposes of this Article IV, the term "cause" shall not include nonperformance due to Force Majeure Conditions, or any other causes beyond a party's control. Force Majeure Conditions include but are not limited to the following: Acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, acts or omissions of third parties, including suppliers and common carriers (collectively referred to as "Force Majeure Conditions").

V. LIABILITY

A. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ITI SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF OR INABILITY TO USE ITI'S NCOTS, INMATE TELEPHONE MANAGEMENT SYSTEM HARDWARE OR SOFTWARE, THE EQUIPMENT OR SOFTWARE PROVIDED UNDER EXHIBIT B, OR ANY RECORDING HARDWARE OR SOFTWARE PROVIDED BY ITI UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY DAMAGES OR LIABILITY RESULTING FROM THE INABILITY TO RECORD OR MONITOR CONVERSATIONS, LOSS OF DATA, CALL RECORDINGS, OR CALL DETAIL INFORMATION, OR THE USE OF ANY CONVERSATION RECORDINGS OR CALL DETAIL INFORMATION. ITI SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ITI'S MAXIMUM LIABILITY UNDER THIS AGREEMENT, INCLUDING ANY DUTY TO DEFEND OR INDEMNIFY, SHALL BE LIMITED TO THE LESSER OF (1) \$1,000,000 OR (2) THE AGGREGATE GROSS BILLED REVENUE RECEIVED BY ITI LESS COMMISSIONS PAID TO CUSTOMER UNDER THIS AGREEMENT.

B. Subject to the limitations set forth in Article V.A, ITI shall indemnify and hold Customer, and its agents, employees, officers, and directors harmless against claims, losses or liability (including reasonable attorney's fees) arising from changes to or destruction of property, or injury to persons, occurring solely as a result of ITI's negligent installation or maintenance of the NCOTS.

C. Notwithstanding anything herein to the contrary, ITI shall not be liable for interruption of service from any cause. In no event shall ITI be liable for holes in the walls or damage to floors or other damages that may result from the installation or removal of the phones using reasonable installation and removal techniques.

D. ITI normally does not install any phone cord longer than 18 inches on its telephones for multiple reasons, including inmate safety, and thus, ITI will not install any phone cord longer than 18 inches in the Facilities.

VI. INTELLECTUAL PROPERTY

A. **Confidentiality.** Customer acknowledges that ITI's inmate telephone and call recording systems, the hardware and software incorporated therein, and related information provided under the Agreement are confidential and proprietary to ITI (collectively, the "Proprietary Information"). The Proprietary Information is and will remain the sole property of ITI. Customer agrees to keep the Proprietary Information confidential and to use it only in connection with this Agreement for purposes of installing, operating and/or maintaining the NCOTS and the CRTS. Customer shall not use the Proprietary Information in any way detrimental to ITI or for the benefit of any third party, or disclose any Proprietary Information to any third party without ITI's express written consent. Customer further agrees to use reasonable commercial efforts to protect the secrecy and confidentiality of and avoid disclosure or misuse of the Proprietary Information, including without limitation, those commercially reasonable measures which Customer uses to protect its own highly sensitive confidential information. Moreover, Customer agrees that it will not reverse engineer or disassemble, make or cause to be made derivative works of any kind from, or make copies of, the Proprietary Information, absent ITI's express written permission. In the event of any unauthorized disclosure or use of the Proprietary Information, Customer shall notify ITI immediately in writing and will use reasonable efforts to minimize the damage from such disclosure or use. Customer will be solely responsible for any breach of this provision and in addition to the foregoing will, at its sole expense, take all reasonable measures including, but not limited to, court proceedings, to prohibit or prevent further unauthorized disclosure or use of the Proprietary Information as a result of such breach.

B. **Limited License.** Customer acknowledges that the hardware and software incorporated into the NCOTS and CRTS includes patented, patent pending, and/or copyrighted technology ("ITI's Proprietary Technology"). This Agreement entitles Customer to use ITI's Proprietary Technology solely for the operation of the NCOTS and the CRTS. No license, express or implied, in ITI's Proprietary Technology is granted to Customer other than to use ITI's Proprietary Technology in the manner and to the extent required for the operation of the NCOTS and the CRTS.

C. **Ownership of Intellectual Property.** Customer acknowledges and agrees that any and all intellectual property rights in ITI's Proprietary Technology, including but not limited to any pending patent application or issued patent covering any aspect of ITI's Proprietary Technology is and will remain the sole property of ITI. Though no separate royalty is being charged for the use of the CRTS, the parties acknowledge and agree that a reasonable royalty associated with the CRTS is incorporated into the compensation being paid under this Agreement; in this sense, the CRTS is being provided at no additional royalty.

D. **Restrictions.** Customer agrees that it will not reverse-engineer, disassemble or decompile any equipment, component, or software which is part of the NCOTS and/or CRTS.

E. **No Source Code License.** To the extent that the licenses hereunder reach any software, Customer acknowledges and agrees that the licenses granted hereunder extend solely to such software in object form only, and that nothing in this Agreement shall be construed as granting any license whatsoever to the underlying source code that is used to generate any such software.

F. The parties agree that a breach of the obligations in this Article VI would cause irreparable harm and thus the non-breaching party shall be entitled, without limitation, to court ordered injunctive relief to prevent such harm in the event of an apparent or threatened breach of such obligations.

VII. MISCELLANEOUS

A. **Authority.** Each party to this Agreement warrants and represents that it has the unrestricted right and requisite authority to execute, deliver and perform under this Agreement and to authorize the installation and operation of the NCOTS and related equipment in the Facilities. Each party further warrants and represents that the execution of this Agreement has been duly authorized and that the signatory below has the legal authority to enter a binding contract on behalf of the party, and that all actions, resolutions and/or express authorizations required to be obtained prior to entering this Agreement have been taken, passed and/or obtained.

B. **Governing Law.** The terms of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the Commonwealth of Virginia, and the Parties irrevocably consent to the personal jurisdiction of the federal and state courts presiding in Virginia.

C. **Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

D. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. **Entire Agreement.** Except as provided by Section VII(C) below, this Agreement, including EXHIBITS A, B and C, contains the entire agreement by and between the Parties and replaces any prior or existing agreements, oral or written, between the Parties concerning the subject matter herein.

F. **Modifications.** This Agreement cannot be varied or modified orally and can only be varied or modified by a written instrument signed by a representative of each party who has legal authority to enter such Agreement.

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H. **No Waiver.** No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default.

I. **Dispute Resolution.** Any claim or controversy arising out of or relating to the Agreement shall, upon a party's written request, initially be submitted to a senior manager from each party, who will meet in person and confer in good faith to resolve the dispute within fifteen (15) business days following such notice. In the event the Parties cannot resolve the

dispute, the Parties may pursue any available legal or equitable remedy consistent with this Agreement.

J. **Notices.** All notices required to be in writing herein shall be delivered by each party to the other party by registered mail at the following address. Either party may change the designated address and/or recipient upon written notice to the other party in accordance with this provision.

If to ITI:

Inmate Telephone Inc.
Attn: CFO, James Faith
cc: COO, James Rokosky
4200 Industrial Park Drive
Allens, PA 16802

If to Customer:

Southside Regional Jail
Attn: Superintendent Lance Forsythe
244 Utah Branch Way
Emporia, VA 23847

K. **No Joint Venture.** Neither this Agreement nor the disclosure or receipt of Proprietary Information constitutes or implies any promise or intention to enter into a partnership, agency, employment, or joint venture relationship, or to make any investment in any entity, to purchase any products or services by any entity, or to offer any additional information, products, or services to any entity. The relationship hereby established between the Parties is that of independent contractors.

L. **Interpretation.** Section headings in this Agreement are for reference only and shall not be construed as modifying any provisions herein.

M. **Survival.** Sections IV(A)-(C), V(A)-(D), VI(A), (C)-(D) and (F), and VII(B)-(E), (J), and (L) shall survive any termination or expiration of this Agreement.

N. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one agreement.

O. **Request for Proposals.** The Request for Proposals for An Inmate Telephone System issued on March 23, 2009 ("RFP") and Inmate Telephone Incorporated's response to the issued RFP dated April 20, 2009 is hereby incorporated by reference into this Agreement. In the event of a conflict or inconsistency between the above documents constituting this Agreement, the following order of precedence shall apply.

- 1) This Agreement (including Attachments A, B and C)
- 2) ITI's April 20, 2009 Proposal Response
- 3) Request for Proposal For an Inmate Telephone System and addenda number 1.

IN WITNESS WHEREOF, the Parties have
executed this Agreement the date first

above written.

CUSTOMER

INMATE TELEPHONE, INC.

By: *James Forsythe*
Name: LARRY FORSYTHE
Title: SUPERINTENDENT

By: *[Signature]*
Name: TONY BIRNBAUM
Title: PRESIDENT

Witness:

By: *[Signature]*
Name: David Allen

Witness:

By: *[Signature]*
Name: Linda Glasgow

EXHIBIT A – RATES

LOCAL						
	DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL MINUTES	ADDT'L MINUTE	INITIAL MINUTES	ADDT'L MINUTE	INITIAL MINUTES	ADDT'L MINUTE
All	FLAT RATE	FLAT RATE	FLAT RATE	FLAT RATE	FLAT RATE	FLAT RATE
Flat Rate on 15-minute Collect Call: \$1.50 Flat Rate on 16-minute Debit Call: \$1.45						
INTRALATA						
	DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE
All	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
Collect Call Operator Surcharge: \$1.95 Debit Call Operator Surcharge: \$1.80						
INTERLATA						
	DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE
All	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55
Collect Call Operator Surcharge: \$3.00 Debit Call Operator Surcharge: \$2.75						
OUT-OF-STATE/INTERSTATE						
	DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE
All	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89
Collect Call Operator Surcharge: \$3.50 Debit Call Operator Surcharge: \$3.00						
OUT OF COUNTRY						
	DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE
All	\$0.99	\$0.99	\$0.99	\$0.99	\$0.99	\$0.99
Debit / Pre-Paid Call Operator Surcharge: \$4.95						

EXHIBIT B – Equipment Incentives

YEARLY MAINTENANCE & SUPPORT FEE			
Quantity	Description	Unit Cost	Ext. Cost
10	Business Hour Technical Support (Excluding Holidays)	\$85.00	\$850.00
11	DSI Offender Management System	\$395.00	\$4,345.00
1	Imaging Software Upgrade	\$2,000.00	\$2,000.00
1	e-Vigilance Single Print Fingerprint Server License From M2Sys	\$1,000.00	\$1,000.00
200	e-Vigilance Single Print Fingerprint Licenses From M2Sys (Priced per Inmate)	\$1.20	\$240.00
TOTAL YEARLY FEES			\$8,435.00

EXHIBIT C – Service Levels

I. Introduction

The Support Desk provides our clients with immediate assistance with issues including hardware, installation, application issues, and general requests for information. The support and service staff's goals are to be accurate, available advocates and to provide advice and consultation on how best to use our products in your facility.

II. Summary

ITI employs a staff of qualified technicians, installers, trainers, and developers to meet the needs of our client base in regard to Support and Maintenance of our Offender Communication System (OCS).

The services we provide include:

- Free phone support. ITI coverage pattern responds to all calls within four (4) hours and provides immediate assistance to catastrophic failures. Our coverage goals and staffing levels during normal business hours are designed to provide response within minutes of your call. Currently, normal business hours are Monday through Friday 8:00 AM – 5:00 PM, EST.
- 24-hour, 7-days a week support. All ITI inmate phone customers receive support at no cost.

ITI enjoys excellent client satisfaction ratings from the customers that the Support Department supports; the company has retained over 98 percent of its customers for over 13 years. The Support personnel represent the means of communication between our client facilities and the company with regards to software and hardware issues. ITI utilizes state-of-the-art, CRM tracking system to log all support calls, track the progress, and document resolutions to ensure the most effective, timely resolution of customer concerns. Managers evaluate Support's performance and have the ability to monitor all calls and e-mails.

Client facilities utilize a toll-free telephone number, fax, or e-mail to call into Support for issue or initiate service calls. At the onset of a call, the technician receives information about the caller's request and asks a standard set of questions to ascertain the nature, severity, and details concerning the caller's request. The technician assigns a tracking number for the client, and through our online tools, begins diagnosing and immediately providing answers to the problems. Our goal is to address the callers concern with the first contact, and not pass caller from technician to technician, or annoying voice response systems. Every call is documented, and the resolution is recorded. Client facilities can request detailed documentation with regards to their support usage. Such reports include the description, assignment, all journal entries of our progress, resolutions, recommendations, and the amount of time taken on the call.

III. Guidelines for Support Issues

When taking calls our Specialist reviews the history of the specific calling facility and or issue, and ascertains the scope of the problem. Through dialogue with the caller the most appropriate approach towards resolving the issue is determined. We have the ability to remotely access facilities through (modem, RAS, or VPN). If time is available and a recurring issue requires instruction, our technicians are more than capable, and willing to walk the customer through instruction, and resolution of the problem. Our goal is to be available when our customers need us, provide accurate information to resolve customer issues, be an advocate to get the things done that make our customers job easier, and provide advice on how our system can accomplish just that.

We know that some issues can not be fixed immediately. Each open call is reviewed daily. Technicians stay in contact with facility, and keep you informed. All progress is document through Journal notes, and can be reported by use of the tracking number issued when the call was opened. Each call has a priority and each priority has a goal.

Figure 1 - Priority Metrics

Priority	Category	Criteria	Response	Notification	Resolution	Metric
1	Critical	Mission critical area is down with no alternative to conduct business. (IMPACT: Everywhere)	ITI will respond within 1hr to provide course of action and estimate of resolution.	ITI will provide status updates every hour until resolved. Or an alternative interval agreed on with customer.	immediate attention until resolved, or customer approved resolution/plan established. Escalation process must be used after 8hrs of continuous effort.	96% resolved within 4 hours
2	Important	Non-Mission critical area-down with no alternative to conduct business, or mission critical area down with alternative, or a single workstation or application is unusable. Application failing frequently. (IMPACT: Limited)	ITI will respond within 4hr to provide course of action and estimate of resolution.	Status updates upon status change. No periods greater than 24 hrs.	Priority attention - Problem dispatched and work begins within 4hrs of call M-F, or beginning of next Business day, utilize in-group expertise. Escalation process triggered after 24hrs.	96% resolved within 24 hours
3	Individual impact - workaround available	Single user problem: <ul style="list-style-type: none"> workaround is available; client able to work in degraded mode Performance issue 	ITI will respond within 1 business day to provide course of action and estimate of resolution.	Status updates upon status change. No periods greater than 3 days. Or as agreed to with requester.	Problem dispatched within 4hrs of call M-F, or beginning of next business day, utilize past problem resolutions, in-group expertise, and research to resolve problem. *	96% resolved within 7 days
4	Scheduled over five days	Any request that: <ul style="list-style-type: none"> requires effort beyond 5 business days. Installation requests. Projects. Has no immediate business or service performance impact 	ITI will respond within 3 business days to provide course of action and estimate of resolution.	As determined by project plan	Problem assigned to project resource, as required by plan.	As stated in published project plan

Mission Critical – Major application/services such as All Station phones, Commissary, Oracle, ALL External Telephone lines, etc. are all examples of Mission Critical if they are totally unavailable. Key areas such as booking phone, if no alternate is available, or PODS with no service are considered Mission Critical. The above guidelines/examples are used in the absence of direction from the facility.

NOTE: We will match effort to restore Mission Critical failures. If the customer chooses to withdraw from the issue, leave for the day, or otherwise become unavailable or deny ITI access, unless there is a hand-off to authorized personnel at the site, we must also withdraw. The active case will be re-classified as Priority 2, and an agreement will be made on how and when to proceed.

IV. ESCALATION PATHS:

Answering Service / Technician - > Service Manager -> Development -> Executive

ITI provides availability to reach our Technicians 24 -hours each day, seven days per week, 365 days a year. During normal business hours phone calls are taken by our Support Techs providing immediate response to any service issues.

During hours when the business offices are closed, we provide an answering service with a live operator that will dispatch calls to our on-duty technicians. All calls will be returned within four (4) hours. This is a worst case scenario; in actuality, our call coverage has built-in checkpoints every 20 minutes, contacting the next available Technician, until the customer's call has been acknowledged. It is very unusual for the customer not to have spoken to an ITI technician within the first 20 minutes of the initial call.

Technicians have access to their manager for additional support, and all resources necessary to resolve problems after hours, or during business hours. The managers have access to all staff as needed, and our extended service providers.

ITI will use a variety of means to service customer accounts. We have affiliates located nationwide to augment our service force. We have escalation paths into our Telco providers serving your facilities. We resolve most of our system issues remotely with tools built into our platform facilitating diagnostics and maintenance service.

Amendment #2

AMENDMENT TO THE INMATE TELEPHONE SERVICE AGREEMENT

This Amendment ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain Inmate Telephone Service Agreement, dated May 20, 2009, as amended from time to time (the "Agreement"), by and between DSI-ITL, Inc. with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and Southside Regional Jail, with an address of 244 Uriah Branch Way, Emporia, VA 23847 ("Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Federal Communications Commission ("FCC") issued its Second Report and Order and Third Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on November 5, 2015 ("FCC Order"), which mandated rates and charges for inmate telephone services, certain transaction fees, and other requirements; and

WHEREAS, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC-mandated rates, charges, fees, and other requirements, as further provided below.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. The Parties agree to extend the current term of the Agreement for three (3) additional years, commencing on August 19, 2019, and terminating on August 19, 2022.
2. On June 6, 2016, the rates and charges for international, interstate, and intrastate inmate telephone service ("ITS") calls and associated transaction fees ("Transaction Fees") set forth in the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

Inmate Telephone Services.

Interstate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.18 per minute of use.

Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.18 per minute of use.

International ITS calls: \$1.00 per minute of use.

No per call, per connection, or flat-rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls.

The rates charged are exclusive of taxes, and other amounts collected by Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs.

Transaction Fees. Company may charge certain Transaction Fees in accordance with the following amounts:

Fee for automated payment for credit card, debit card, and bill processing fees	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Fee for paper bill/statement	\$2.00 per use
Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card)	The exact fee from the third-party provider passed through directly to customer with no markup

processing, transfers from third-party commissary accounts)	
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Single-Call and Related Billing Arrangements. Company may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be any applicable transaction fee and other charges allowed by law.

3. Commencing on June 20, 2016, company shall not owe or pay any commission or other monies under the Agreement, whether the commission or other monies are payable to Premises Provider, or to any fund or third party designated by Premises Provider, and all references to such obligation to pay commission or other monies shall be deemed removed and deleted from the Agreement without further action of the Parties and shall have no force or effect for the ensuing period, through the expiration of the Agreement.
4. Within 18 months following the Effective Date of this Amendment, Company will upgrade Premises Provider's Offender Management System to GTL's OMS^e Application as further described in the attached Exhibit A which includes the Dynamic Imaging, Inc. Picture Link System. Additionally, Company agrees to provide Called Party IQ and Phone IQ. All software and associated intellectual property provided with the Picture Link System (collectively "Dynamic IP") is provided on a license only basis, subject to strict compliance by Premises Provider with the terms of the end user license agreement for the Dynamic IP attached hereto as Exhibit B, which Premises Provider hereby specifically acknowledges and to which Premises Provider agrees. All upgrades to GTL's OMS^e Application and the associated yearly maintenance fees will be at no cost to the Premises Provider as described within Exhibit A.
5. The following language shall replace any language to the contrary in the Agreement:
"Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of Premises Provider. Neither Party shall assign any right and/or obligation under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Company shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with Company (each an "Affiliate") without the consent of Premises Provider; provided, further, Company shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Company or (ii) a sale of Company or all of Company's assets shall not constitute an assignment requiring consent of Premises Provider for purposes of this Agreement."
6. The following Section is hereby added to the Agreement:
"Change-of-Law. Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Company's or Premise Provider's rights, obligations, or intended benefit under the Agreement shall entitle Company or Premise Provider's to, at its option, renegotiate or terminate the Agreement."
7. The following Section is hereby added to the Agreement:
"Service Schedules. Any Affiliate may sign in its own name a schedule for the delivery of services ("Service Schedule"), and such Service Schedule shall be considered a separate, but associated, contract incorporating this Agreement; provided, however, Company shall be responsible for its Affiliates' performance pursuant to such Service Schedule."

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

Company
[Name]

By: [Signature]
Name: Anthony J. [Signature]
Title: President
Date: 12-15-16

Premises Provider
[Name]

By: Southside Regional Jail
Name: Karen W. Craig
Title: Superintendent
Date: 12-14-16

Exhibit A

Price Quote Good for 90 Days
Proposal
Southside Regional Jail

4/13/2016

SOFTWARE/APPLICATION			
Quantity	Description	Unit Cost	Ext. Cost
1	OIS Web Based License	\$0.00	\$0.00
	NOTE: Unlimited County User License		
TOTAL SOFTWARE APPLICATION FEES			\$0.00
DATABASE (Premise-Based)			
Quantity	Description	Unit Cost	Ext. Cost
0	Oracle** Customer to Provide	\$6,890.00	\$0.00
TOTAL DATABASE FEES			\$0.00
HARDWARE			
Quantity	Description	Unit Cost	Ext. Cost
0	Database Server**Customer Provided	\$9,505.00	\$0.00
TOTAL HARDWARE FEES			\$0.00
OTHER HARDWARE			
Quantity	Description	Unit Cost	Ext. Cost
2	Topaz Signature Pads	\$424.00	\$848.00
TOTAL OTHER HARDWARE FEES			\$848.00
THIRD PARTIES			
Quantity	Description	Unit Cost	Ext. Cost
	Dynamic Imaging		
	Picturelink Administrative Software		
1	Picturelink Application Server	\$3,990.00	\$3,990.00
1	Arrest Database	\$2,000.00	Included
1	Non-Arrest Databases* (Employee)	\$1,500.00	\$1,500.00
1	Single User Concurrent	\$3,770.00	\$3,770.00
	The PictureLink Implementation requires one (1) PictureLink Admin Server, one (1) Arrest Database one (1) Single User Concurrent License per account.		
	* Cost is per database.		
	Picturelink Capture Station Software		
1	Capture Machine License	\$5,570.00	\$5,570.00
	PictureLink Investigative Software (PWE)		
1	2 Concurrent Users	\$5,140.00	\$5,140.00

	Picturelink Hardware			
1	PC (Core i3) Includes Monitor	\$1,215.00	\$1,215.00	
1	Power Strip with Surge Protector	\$38.00	\$38.00	
1	Uniform Background	\$125.00	\$125.00	
1	Picturelink Setup kit	\$45.00	\$45.00	
1	Shipping and Handling	\$100.00	\$100.00	
	Digital Camera Hardware			
1	Canon EOS Rebel T5I w/18-135mm Lens (Adapters, Cable, Memory Card)	\$1,213.00	\$1,213.00	
1	Pan & Tilt Model 340 w/ 20' Cable (Used for Scars marks and tattoos)	\$248.00	\$248.00	
	Pelco PM 105 Camera Mount (Large)	\$68.00	\$0.00	
1	Digital Mount Kit	\$75.00	\$75.00	
1	Digital Lighting Components	\$375.00	\$375.00	
	Server Hardware			
	Server Hardware (Dell PowerEdge R210, 8GB Mem)*	\$2,492.00		Customer Provided
	SQL License			Customer Provided
	Interfaces			
1	Host Interface Services (PictureLink + Arrest/GTL OMS)	\$4,320.00		Included
	Services			
1	Workstation Configuration, Certification and Testing	\$120.00		Included
2	Installation & Training (per day)	\$1,200.00	\$2,400.00	
1	Project Management Services	\$1,200.00	\$1,200.00	
1	Conversion Services	\$3,600.00		Included
1	Customer Uplift 24x7	\$3,186.26	\$3,186.26	
1	Travel & Expenses	\$1,200.00	\$1,200.00	
	TOTAL DYNAMIC IMAGING OPTION			\$31,360.26
	CUSTOM MODIFICATIONS/INTERFACES			
	Quantity	Description	Unit Cost	Est. Cost
		Interfaces		
1	Vine		N/C	N/C
1	Telephone - GTL		\$0.00	\$0.00
1	Commissary - Oasis *Oasis to Pay		\$12,000.00	\$0.00
		Modifications		
		No Product Modifications included		
	TOTAL MODIFICATION FEES			\$0.00
	CONVERSION			
	Quantity	Description	Unit Cost	Est. Cost
8	Data Conversion**Oracle to Oracle		\$135.00	\$1,080.00
	TOTAL CONVERSION FEES			\$1,080.00

PROFESSIONAL SERVICE			
Quantity	Description	Unit Cost	Est. Cost
1	Days Installation of Software Products	\$1,000.00	\$1,000.00
1	Training - Admin Classes (4 days ea)	\$4,000.00	\$4,000.00
1	Training - User Classes (4 days ea)	\$4,000.00	\$4,000.00
4	Days On-Site When Going Live Support	\$1,000.00	\$4,000.00
15	Crystal Reports Generation Units	\$340.00	\$5,100.00
320	Business Analyst	\$135.00	\$43,200.00
780	Project Management Services	\$135.00	\$105,300.00
TOTAL INSTALLATION FEES			\$166,600.00
ESTIMATED TRAVELING AND LIVING EXPENSES			
Quantity	Description	Unit Cost	Est. Cost
13	Accommodations	\$150.00	\$1,950.00
13	Meals	\$55.00	\$715.00
13	Car Rental	\$95.00	\$1,235.00
TOTAL ESTIMATED TRAVELING AND LIVING EXPENSES			\$3,900.00
TOTAL INVESTMENT SUMMARY			
	SOFTWARE APPLICATION FEES		\$0.00
	DATABASE FEES		\$0.00
	HARDWARE FEES		\$0.00
	OTHER HARDWARE FEES		\$848.00
	THIRD PARTY FEES		\$31,390.25
	CUSTOM MODIFICATION & INTERFACE FEES		\$0.00
	CONVERSION FEES		\$1,080.00
	INSTALLATION FEES		\$166,600.00
	ESTIMATED LIVING EXPENSE		\$3,900.00
GRAND TOTAL			\$209,818.25
YEARLY FEES			
Quantity	Description	Unit Cost	Est. Cost
	Digital Solutions Yearly Fees		
	Support Fees		
10	Business Hour Technical Support (Excluding Holidays)	\$85.00	\$850.00
11	DSI Offender Management System	\$395.00	\$4,345.00
1	e-Vigilance Single Print Fingerprint Server License From M2SYS	\$1,000.00	\$1,000.00
200	e-Vigilance Single Print Fingerprint License From M2SYS (priced per Inmate)	\$1.20	\$240.00
	Third Party		
1	Dynamic Imaging	\$6,082.86	\$6,082.86
TOTAL YEARLY FEES			\$12,517.86

Pursuant to page 2, subsection 4, of this document, all upgrades to GTL OMSe Application and the associated yearly maintenance fees will be at no cost to the Premise Provider LLC

EXHIBIT B



END-USER LICENSE AGREEMENT

In consideration of the mutual obligations assumed under this Agreement, SET ("End-User") located at 244 Union Branch Way, Esopus, NY and Dynamic Imaging Systems, Inc. (DISI) a New Jersey corporation, having an office at Atrium I, 1000 Atrium Way, Suite 203, Mt. Laurel, N.J. 08054, ("DISI") agree to the terms and conditions set forth below.

1. License. In consideration of the license fee paid by End-User to the DISI Authorized Reseller for the software described in Schedule A (together with any updates provided to End-User hereunder, collectively, the "DISI Software") and related documentation ("DISI Documentation"), DISI hereby grants to End-User a personal, non-exclusive, non-sublicensable and non-transferable license to use an object code version of the proprietary and confidential DISI Software and DISI Documentation, solely for End-User's internal data processing requirement (the "License"). End-User shall not decompile, disassemble or otherwise reverse engineer any of the DISI Software or use any similar means to discover the source code or trade secrets contained therein. End-User shall not modify or create derivative works of the DISI Software. This Agreement does not transfer to End-User title to any intellectual property contained in any DISI Software or DISI Documentation. Upon termination or cancellation of any License granted under this Agreement, End-User will destroy or return to DISI all copies of the DISI Software.

2. Intellectual Property Indemnification. DISI, at its own expense, will defend and indemnify End-User against claims that the DISI Software or the DISI Documentation furnished under this Agreement infringes a United States trademark or a copyright protected under United States law, provided End-User (i) gives DISI prompt written notice of such claims, (ii) grants DISI the sole and exclusive authority to defend or settle the claims, and (iii) provides all reasonable assistance to DISI in defending or settling the claims. This Section 2 states the entire liability of DISI and End-User's sole and exclusive remedies for trademark, copyright and any other alleged or actual intellectual property infringement.

3. Warranties DISI warrants, for a period of one (1) year following delivery of the DISI Software to End-User ("Warranty Period"), that the DISI Software shall operate in material conformity with the functional specifications set forth in the DISI Documentation and Statement of Work (SOW). DISI will make reasonable efforts to correct any failures of the DISI Software to operate in material conformity with the functional specifications set forth in the DISI Documentation and SOW, provided End-User notifies DISI in writing of such failure(s) of the DISI Software within such Warranty Period. EXCEPT AS EXPRESSLY SET FORTH ABOVE, DISI DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

4. Limitation of Liability In no event shall DISI or DISI's suppliers be liable to End-User or any third party for any direct, indirect, incidental, special, lost profits or consequential damages, and in no event shall DISI's or DISI's suppliers' liability, whether in contract or in tort or otherwise, exceed the amount of monies received by DISI from End-User in connection with this Agreement.

5. Miscellaneous End-User acknowledges that the DISI Software, together with all intellectual property rights embodied therein, is the sole and exclusive property of DISI and/or its suppliers and licensors. DISI

and such parties shall retain all right and title, to the extent of their respective interests, to all proprietary rights in the DISI Software and to any other intellectual property owned or otherwise provided by DISI. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, excluding its choice of law provisions. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and may be modified only by a writing signed by the parties' authorized representative. End-User will not assign or transfer its rights or obligations under this Agreement without prior written consent of DISI. Any assignment or transfer prohibited by this provision will be null and void. Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

6. Entire Agreement. Each Party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. This Agreement (including referenced Schedules) is the entire agreement between the Parties and supersedes all prior communications, oral or written, between the Parties with respect to the DISI Software. Changes to this Agreement may only be made by mutual written agreement of the Parties. No terms contained in any Invoice, Purchase Order or similar transactional document issued by either party shall be deemed to amend this Agreement.

AGREED TO:

For DISI

By:

Name:

Date:

Anthony J. Gambocci
Anthony J. Gambocci
6/14/16

For END USER:

By:

Name:

Date:

Sarthiside Regional Jail
Karen W. Craig, Superintendent
6-14-16

Schedule A

1. DISI Software

AMENDMENT #3 TO THE INMATE TELEPHONE SERVICE AGREEMENT

This Amendment #3 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain Inmate Telephone Service Agreement, dated May 20, 2009, as amended from time to time (the "Agreement"), by and between DSI-ITI, Inc. with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and Southside Regional Jail, with an address of 244 Uriah Branch Way, Emporia, VA 23847 ("Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, Company and Premise Provider previously entered into that certain Agreement and the parties would like to amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the parties, the parties hereby amend the Agreement as follows:

1. The Company has agreed to provide the Premise Provider with Tablets for inmate use, as more fully described in Exhibit A attached hereto, which contains the product specific terms and conditions for the Tablet product and services.
2. Except as set forth above, there is no other revision to the Agreement or the obligations of either party, and the Agreement remains in full force and effect. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

Company
[Name]

Premises Provider
[Name]

By: Anthony R. Bambocci
Name: ANTHONY BAMBOCCI
Title: PRESIDENT
Date: 10/27/17

By: Southside Regional Jail
Name: Karen W. Craig
Title: Superintendent
Date: 10-26-17

**Service Schedule
Enhanced Services - IP-Enabled Tablets**

1. **Applicability.** This Service Schedule applies only to the enhanced services referenced. Where "Company" is used in this Service Schedule, it will mean GTL Enhanced Services, LLC.
2. **Definitions.** Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

"Agreement" means the contract to which this Service Schedule is attached.

"Enhanced Services" means enhanced communications, information services, educational, and entertainment products (as defined below).

"IP-Enabled Tablets" (or "Tablets") means an Inspire™ device capable of allowing access to Enhanced Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the recommended locations listed in the table below (individually "Location" and collectively "Locations"). Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by Company to recover the Expenditure (as defined below) for Enhanced Services within twenty four (24) months following the deployment of Enhanced Services at the Locations.

Location	Location Description	# of Tablets
Southside Regional Jail	HU-W106	2
	HU-W108	1
	HU-HA 100	1
	HU-HA 200	1
	HU-HA 300	1
	HU-HA 400	1
	HU-HA 500	8
	HU-HA 600	8
	HU-HB 300	11
	HU-HB 400	7
	HU- Segregation	1
	HU-W 104	2

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to Premises Provider. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the IP-Enabled Tablets, subject to the limitations described herein. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets will not be available while being repaired or maintained. The Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and

communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. **Tablets.** Company will supply the number of Inspire™ Tablets for the Term of the Agreement set forth in Section 3, subject to the following limitations and conditions. Each inmate provided a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install 2 Tablet charging enclosures (individually “Station” and collectively “Stations”) at locations agreed upon by the Parties. Upon agreement of the Parties, Company will supply one (1) wall charger with each Tablet in lieu of charging enclosures. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

a. **Enhanced Services.** Company will provide the following Enhanced Services via the Tablets:

1. **Content.** Company will make available certain content that may be loaded on or accessed through the Tablets, including music, games, electronic messaging, eBooks, and such other content as may be agreed upon in writing by the Parties (“Content”). Content will be provided on a subscription basis that terminates upon the expiration of the subscription term, or upon Company no longer providing Premises Provider with Enhanced Services, the release or transfer of the inmate from the Locations, or the violation by the inmate of the terms of use for the Tablet, including nonpayment for a subscription. Content will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. All purchases are final. Company reserves the right to alter or discontinue any Content. Premise Provider reserves the right to discontinue or change any Content, with proper notification to the Company.

i.

ii. **Debit Link Accounts.** All inmate Enhanced Services (not including charges for voice communication) may be purchased using Link Units, which each inmate or their friends or family may purchase through a special purpose account created for the inmate (individually “Debit Link Account” and collectively “Debit Link Accounts”). Certain Enhanced Services may also be purchased by inmate families and friends on a direct subscription basis using Company’s consumer channel website. These are the exclusive methods by which Enhanced Services (other than voice communication) may be purchased. Inmates may fund the Debit Link account by transferring monies from their trust account. Inmate friends and Family may fund an inmate’s Debit Link Account by deposits made through Company website or IVR. Transaction Fees may apply. Once purchased, Link Units may only be returned to an inmate’s trust account or redeemed by the inmate (as applicable) upon termination of Enhanced Services at all Locations or upon an inmate’s release. All Link Units purchased by inmate friends or family are final.

iii. **Voice Communication.** Company will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service (“ITS”) platform. Headsets equipped with a microphone will be required.

b. **Company Obligations.** Company will provide one headset to each inmate supplied a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through Premises Provider’s commissary service. Company will not replace or repair any Tablet that is damaged or destroyed by willful act, as determined in Company’s discretion. Company may replace, upgrade, or substitute any or all of the Tablets at any time. Company will replace or repair on a one-time basis per inmate any Tablet that is damaged or destroyed for reasons other than a willful act, subject to the following: (i) Company will have no obligation during any twelve (12) month period to replace or repair in a Location more than five (5) Tablets or a number of Tablets equal to five (5) percent of the Tablets deployed at the Location, whichever is greater; and (ii) Company may cease providing Enhanced Services at a Location, and remove the Tablets deployed to that Location, if Company has repaired and/or replaced in any twelve (12) month period ten (10) Tablets or a number of Tablets equal to ten (10) percent of the Tablets deployed at that Location, whichever is greater.

c. **Premises Provider Obligations.** A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz band at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; (iii) installation of Tablet charging enclosures or inmate access to electrical outlets for wall chargers (as applicable); and (iv) the sale of all Content listed in this Schedule and such other Content as may be added to the Schedule from time-to-time. In addition, a Premises Provider must: (1) distribute a Tablet to each inmate having access to a Location; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, silicon earbuds, and wall charges (4) allow the creation of Debit Link Accounts for inmates and the exclusive use of Link Units for the purchase of content in connection with the Tablets; (5) allow inmate family and friends to purchase Content subscriptions for inmates; (6) facilitate the integration of inmate Debit Link and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) allow inmate voice communication duration of not less than sixty (60) minutes per call; (8) allow the use of Tablets throughout the Locations for no less than eight (8) hours per day; (9) facilitate the recycling and reuse of Tablets; (10) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (11) provide at its expense all necessary power and power source; (12) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; and (13) distribute one (1) headset to each inmate who is provided a Tablet the first time. Premises Provider will distribute Tablets to inmates in accordance with the process agreed upon by the Parties. Premises Provider will only allow the Tablets to be used for their intended purpose, and will not, allow any third-party to, tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

7. **Enhanced Services and Accessories Rates.** Company may apply the following charges on the use of the Tablets; provided, however, Company may in its discretion change any pricing other than pricing for voice communication. Taxes, and regulatory and other mandated fees may also apply.

- a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
- b. Messaging: \$0.25 per Message Credit
 - i. 1-credit per written message
 - ii. 1-credit per photo attachment (in addition to written message cost, if included)
 - iii. 4-credits per video attachment (in addition to written message cost, if included)
 - iv. 8-credits per 10 Gallery Link slots
 - v. 16-credits per 25 Gallery Link slots
- c. **Thirty-Day Subscriptions:**
 - i. Music: \$8.99, and an additional \$16 service infrastructure charge (\$24.99)
 - ii. Games: \$4.99, and an additional \$1 service infrastructure charge (\$5.99)
 - iii. EBooks: \$2.99, and an additional \$1 service infrastructure charge (\$3.99)
 - iv. FM Radio: \$1.99, and an additional \$16 service infrastructure charge (\$17.99)
 - v. TV Audio: \$1.99, and an additional \$5 service infrastructure charge (\$6.99)
 - vi. Podcasts: \$3.99, and an additional \$6 service infrastructure charge (\$9.99)
- d. **Fourteen-Day Subscriptions:**
 - i. Music: \$5.99, and an additional \$9.00 service infrastructure charge (\$14.99)
 - ii. Games: \$2.99, and an additional \$0.75 service infrastructure charge (\$3.74)
 - iii. EBooks: \$1.99, and an additional \$0.75 service infrastructure charge (\$2.74)
 - iv. FM Radio: \$0.99, and an additional \$9.00 service infrastructure charge (\$9.99)
 - v. TV Audio: \$0.99, and an additional \$3.50 service infrastructure charge (\$4.49)
 - vi. Podcasts: \$2.49, and an additional \$4.00 infrastructure charge (\$6.49)

- e. Seven-Day Subscriptions:
 - i. Music: \$2.99, and an additional \$5.00 service infrastructure charge (\$7.99)
 - ii. Games: \$1.99, and an additional \$0.50 service infrastructure charge (\$2.49)
 - iii. EBooks: \$0.99, and an additional \$0.50 service infrastructure charge (\$1.49)
 - iv. FM Radio: \$0.49, and an additional \$5.00 service infrastructure charge (\$5.49)
 - v. TV Audio: \$0.49, and an additional \$2.50 service infrastructure charge (\$2.99)
 - vi. Podcasts: \$1.99, and an additional \$3.00 infrastructure charge (\$4.99)
- f. Thirty-Day Rental:
 - i. Audio Books (per Audio Book): \$9.99, and an additional \$10 service infrastructure charge (\$19.99)
- g. 48 Hour Rental:
 - i. Movies (per Movie): \$2.99, and an additional \$5 service infrastructure charge (\$7.99)
- h. 24 Hour Rental:
 - i. Movies (per Movie): \$1.99, and an additional \$3 service infrastructure charge (\$4.99)
- i. Replacement Headphones or Earbuds: \$5.99.
- j. Replacement chargers (where available): \$7.99.
- k. Replacement Tablets (damaged by inmate willful act) - \$249.00

8. Additional Terms

- a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record voice Communication made through the Tablets, read electronic messaging sent through the Tablets, and monitor content streamed or otherwise loaded on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider agrees to indemnify, defend, and hold Company and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline.
- b. **Exclusivity and Right of First Refusal.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises

Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.

c. Limitation of Liability

COMPANY AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF ENHANCED SERVICES. COMPANY DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF ENHANCED SERVICES, INCLUDING THE TABLETS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

AMENDMENT #4 TO THE INMATE TELEPHONE SERVICE AGREEMENT

This Amendment #4 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain Inmate Telephone Service Agreement, dated May 20, 2009, as amended from time to time (the "Agreement"), by and between DSI-ITI, Inc. with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and Southside Regional Jail, with an address of 244 Uriah Branch Way, Emporia, VA 23847 ("Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, Company and Premise Provider previously entered into that certain Agreement and the parties would like to amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the parties, the parties hereby amend the Agreement as follows:

1. The Parties have agreed to extend the term of the Agreement for an additional one (1) year, commencing on August 19, 2022, and terminating on August 19, 2023.
2. Further, Company agrees to issue a full credit to Southside Regional Jail against invoice 71375 for the OMS server in the amount of \$8,875.
3. Except as set forth above, there is no other revision to the Agreement or the obligations of either party, and the Agreement remains in full force and effect. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.
4. The parties acknowledge and agree the contract extension provided by this Amendment No. 4 is the last available contract extension under the Agreement. SRJA will not extend this Agreement beyond August 19, 2023 and Company will not request such extension.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

Company
By: *Daniel B Burgess*
Name: Daniel B Burgess
Title: President
Date: 1/23/19

Premises Provider
By: *SRJA*
Name: Mark Shi Platt
Title: Colonel
Date: 1-17-2019

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AMENDMENT #5 TO THE INMATE TELEPHONE SERVICE AGREEMENT

This Amendment #5 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain Inmate Telephone Service Agreement, dated May 20, 2009, as amended from time to time (the "Agreement"), by and between DSI-ITJ, Inc. with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042 ("Company"), and Southside Regional Jail, with an address of 244 Uriah Branch Way, Emporia, VA 23847 ("Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, Company and Premise Provider previously entered into that certain Agreement and the parties would like to amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the parties, the parties hereby amend the Agreement as follows:

1. The Parties agree to modify the rates as follows:
 - a. Interstate ITS calls made using a collect format: \$0.25 per minute of use.
 - b. Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.21 per minute of use.
 - c. Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.35 per minute of use.
2. The Company has agreed to provide the Premise Provider with Tablets for inmate use, as more fully described in Exhibit A attached hereto, which contains the product specific terms and conditions for the Tablet product and services. These Tablets shall replace those provided by the Company in Amendment 3 to this Agreement and be installed within 90 days of the project kick off meeting with between the Company and Premises Provider.
3. The Parties agree to provide a fixed commission payment, paid monthly, based on the chart below:

Minimum ADP	Percentage of ADP	ITS Fixed Annual Commission
150 Inmates	100%	\$75,000.00
140 Inmates	90%	\$67,500.00
130 Inmates	80%	\$60,000.00
120 Inmates	70%	\$52,500.00
110 Inmates	60%	\$45,000.00
100 Inmates	50%	\$37,500.00
90 Inmates	40%	\$30,000.00
80 Inmates	30%	\$22,500.00
70 Inmates	20%	\$15,000.00
60 Inmates	10%	\$7,500.00
50 Inmates	0%	\$0.00

4. Except as set forth above, there is no other revision to the Agreement or the obligations of either party, and the Agreement remains in full force and effect. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

AMENDMENT #6 TO THE INMATE TELEPHONE SERVICE AGREEMENT

This Amendment #6 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain Inmate Telephone Service Agreement, dated May 20, 2009, as amended from time to time (the "Agreement"), by and between DSI-ITI, Inc. with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042 ("Company"), and Southside Regional Jail, with an address of 244 Uriah Branch Way, Emporia, VA 23847 ("Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, Company and Premise Provider previously entered into that certain Agreement and the parties would like to amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the parties, the parties hereby amend the Agreement as follows:

1. The Parties agree to modify the rates as follows:
 - a. Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.28 per minute of use.
 - b. Video Visitation Services: \$0.25 per minute Remote Visitation Price.
2. The Parties agree to provide a fixed commission payment, paid monthly, based on the chart below:

Minimum Monthly ADP	ITS Fixed Monthly Commission
170+ Inmates	\$6,250.00
160-169 Inmates	\$5,625.00
150-159 Inmates	\$5,000.00
140-149 Inmates	\$4,375.00
130-139 Inmates	\$3,750.00
120-129 Inmates	\$3,125.00
110-119 Inmates	\$2,500.00
100-109 Inmates	\$1,850.00
90-99 Inmates	\$1,250.00
80-89 Inmates	\$625.00
79 or below Inmates	\$0.00

3. Except as set forth above, there is no other revision to the Agreement or the obligations of either party, and the Agreement remains in full force and effect. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

Company
 By: Matthew Caesar
 Name: Matthew Caesar
 Title: President
 Date: 12/2/2020

Premises Provider
 By: Mark T. Shifflett
 Name: Mark T. Shifflett
 Title: Superintendent
 Date: 11-30-20

AMENDMENT # 7 TO THE INMATE TELEPHONE SERVICES AGREEMENT

This Amendment # 7 ("Amendment") takes effect October 26, 2021 or the effective date of the FCC Order (as defined below), whichever is later ("Effective Date"), and amends and revises that certain Inmate Telephone Services Agreement, dated May 20, 2009, as amended from time to time (the "Agreement"), by and between GSI-ITI, Inc. with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the "Company"), and Southside Regional Jail, with an address of 244 Uriah Branch Way, Emporia, Virginia 23847 (the "Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Federal Communications Commission ("FCC") issued its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on May 24, 2021 ("FCC Order"), which mandated certain rate caps for inmate telephone services and ancillary service charges, and other requirements; and

WHEREAS, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC Order as further provided below.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. Effective October 26, 2021 or the effective date of the FCC Order, whichever is later, the rates and charges for international, interstate, and intrastate inmate telephone service ("ITS") calls and associated ancillary service charges set forth in the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

Inmate Telephone Services.

Interstate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: \$0.21 per minute of use.

Intrastate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format shall remain the same: \$0.28 per minute of use.

International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: The Interstate ITS rate set forth above plus the applicable call termination rate for the destination country as published on the Company's website, which may be updated every 3 months in accordance with the FCC Order.

No per call, per connection, or flat-rate calling charges shall apply to international or interstate ITS per minute of use calls.

The ITS rates set forth above are exclusive of taxes and other amounts collected by the Company on behalf of, or paid to, third parties, including but not limited to payments in

support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by the Company in connection with such programs.

Ancillary Service Charges. The Company may charge certain Ancillary Service Charges, which shall be no more than the following amounts:

Automated payment for credit card, debit card, and bill processing fees	\$3.00 per transaction
Use of live operator	\$5.95 per transaction
Paper bill/statement	\$2.00 per transaction
Use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup, up to a maximum of \$6.95 per transaction
Use of single-call and related services to pay for a single ITS call using debit/credit card, mobile phone account, or another arrangement	\$6.95 per transaction, plus the adopted per-minute rate

2. Effective October 26, 2021 or the effective date of the FCC Order, whichever is later, the commission payable to the Premises Provider under the Agreement shall be a fixed ITS commission payment, paid monthly, based on the chart below, which shall be paid within forty-five (45) days following the month in which the call took place.

Minimum ADP	ITS Fixed Monthly Commission
170 + Inmates	\$ 3,500.00
160-169 Inmates	\$ 3,150.00
150-159 Inmates	\$ 2,800.00
140-149 Inmates	\$ 2,450.00
130-139 Inmates	\$ 1,960.00
120-129 Inmates	\$ 1,750.00
110-119 Inmates	\$ 1,400.00
100-109 Inmates	\$ 1,036.00
90-99 Inmates	\$ 700.00
80-89 Inmates	\$ 360.00
79 or below Inmates	\$ -

3. *Number 3. Understanding B)* of the Inmate Banking Services Memorandum of Understanding (MOU) dated June 3, 2010 is deleted in its entirety and replaced with the following:

““Cash Only” transactions processed at the kiosks will be charged a flat fee of three dollars and zero cents (\$3.00).”

4. *Number 3. Understanding E)* of the Inmate Banking Services Memorandum of Understanding (MOU) dated June 3, 2010 is deleted in its entirety and replaced with the following:

“Standard DSI-ITI, LLC credit card fees are:

Transaction Amount		
Low End	Upper End	Fee
\$0.00	\$50.00	\$4.50
\$50.01	\$100.00	\$6.00
\$100.01	\$200.00	\$9.00
\$200.01	\$300.00	\$12.00

For each credit/dobit card transaction, Company will charge the sender the base fee as listed above plus 3.5% of the face amount of each transaction.”

5. *Section 7. Enhanced Services and Accessories Rates b. Paid Inmate Content Access* of the Service Schedule Enhanced Services -IP-Enabled Tablets is hereby deleted in its entirety and replaced with the following:

b. Paid Inmate Content Access:

Inmate Content Access:
 Standard Profile: \$0.06/min
 Promotional Profile: \$0.06/min
 Inmate Messaging: \$0.03/min

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties as of the latest date listed below.

Company
DSI-ITI, Inc.

By: *Matt Caesar*
Name: Matt Caesar
Title: President
Date: 10/18/2021

Premises Provider
Southside Regional Jail

By: *Col. Anthony Johnson*
Name: Col. Anthony Johnson
Title: Supervisor
Date: 10/14/2021