

Invoice

SECURUS Technologies™

Invoice No.	
Date	7/12/2016
Page	1

Bill To:

CLAY CO. JAIL - IL
 P.O. BOX 267
 LOUISVILLE IL 62441

Ship To:

CLAY CO. JAIL - IL
 300 BROADWAY ST
 LOUISVILLE IL 62858-1191

Purchase Order No.		Customer ID		HEAT Ticket / PO #		Salesperson ID			
Shipping Method		Shipping Instructions		Payment Terms		Req Ship Date		Master No.	
TAX				NET 30		7/12/2016			
Ordered	Shipped	Item Number	Description	Discount	Unit Price	Ext. Price			
200	200	TPS500	CARD, PREPAID, \$5.00, TPS	\$0.00	\$5.00	\$1,000.00			

RECEIVED
 JUL 26 2016
 Clay County Sheriff's Office
 CK# 3440

To insure that your payment is properly applied, please include your account number or invoice number on your check or correspondence. You may also include a copy of the invoice. We will contact you should there be any questions.

Please remit to: P. O. Box 974847, Dallas, TX 75397-4847
 Telephone: 972-277-0300

Subtotal	\$1,000.00
Tax	\$0.00
Misc.	\$0.00
Freight	\$5.00
Trade Discount	(\$335.90)
Total	\$669.10

0-30 Days \$0.00	31-60 Days \$0.00	61-90 Days \$0.00	91-180 Days \$0.00	Over 181 Days \$0.00
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Invoice

SECURUS Technologies

Invoice No.	
Date	6/6/2016
Page	1

Bill To:

CLAY CO. JAIL - IL
P.O. BOX 267
LOUISVILLE IL 62441

Ship To:

CLAY CO. JAIL - IL
300 BROADWAY ST
LOUISVILLE IL 62858-1191

Purchase Order No.		Customer ID		HEAT Ticket / PC		Salesperson ID			
Shipping Method		Shipping Instructions		Payment Terms		Req Ship Date		Master No.	
TAX				NET 30		6/6/2016			
Ordered	Shipped	Item Number	Description	Discount	Unit Price	Ext. Price			
200	200	TPS500	CARD, PREPAID, \$5.00, TPS	\$0.00	\$5.00	\$1,000.00			

OK # 3422

RECEIVED
JUN 20 2016
Clay County Sheriff's Office

To insure that your payment is properly applied, please include your account number or invoice number on your check or correspondence. You may also include a copy of the invoice. We will contact you should there be any questions.

Please remit to: P. O. Box 974847, Dallas, TX 75397-4847
Telephone: 972-277-0300

Subtotal	\$1,000.00
Tax	\$0.00
Misc.	\$0.00
Freight	\$5.00
Trade Discount	(\$335.90)
Total	\$669.10

0-30 Days	31-60 Days	61-90 Days	91-180 Days	Over 181 Days
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Invoice

SECURUS Technologies™

Invoice No.	
Date	5/15/2018
Page	1

Bill To:

CLAY CO. JAIL - IL
 P.O. BOX 267
 LOUISVILLE IL 62858

Ship To:

CLAY CO. JAIL - IL
 P.O. BOX 267
 LOUISVILLE IL 62858

Purchase Order No.		Customer ID		HEAT Ticket / PO #		Salesperson ID			
Shipping Method		Shipping Instructions		Payment Terms		Req Ship Date		Master No.	
TAX				NET 30		5/15/2018			
Ordered	Shipped	Item Number	Description			Discount	Unit Price	Ext. Price	
200	200	TPS500	CARD, PREPAID, \$5.00, TPS Ground Shipping			\$0.00	\$5.00	\$1,000.00	

CK # 3853

To insure that your payment is properly applied, please include your account number or invoice number on your check or correspondence. You may also include a copy of the invoice. We will contact you should there be any questions.

Please remit to: P. O. Box 974847, Dallas, TX 75397-4847
 Telephone: 972-277-0300

Subtotal	\$1,000.00
Tax	\$0.00
Misc.	\$0.00
Freight	\$15.00
Trade Discount	(\$470.70)
Total	\$544.30

0-30 Days \$0.00	31-60 Days \$0.00	61-90 Days \$0.00	91-180 Days \$0.00	Over 181 Days \$0.30
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Per the February 2, 2014 letter "Billing Impacts of FCC Ruling on Interstate Calls", Prepaid Calling Card discounts are adjusted for current interstate calling levels

Invoice

SECURUS Technologies™

Invoice No	
Date	4/11/2018
Page	1

Bill To:

CLAY CO. JAIL - IL
 P.O. BOX 267
 LOUISVILLE IL 62858

Ship To:

CLAY CO. JAIL - IL
 300 BROADWAY ST
 LOUISVILLE IL 62858-1191

Purchase Order No.		Customer ID		HEAT Ticket / PO #		Salesperson ID			
Shipping Method		Shipping Instructions		Payment Terms		Req Ship Date		Master No.	
TAX				NET 30		4/11/2018			
Ordered	Shipped	Item Number	Description			Discount	Unit Price	Ext. Price	
200	200	TPS500	CARD, PREPAID, \$6.00, TPS Ground Shipping CLAY, IL 00100 TICKE 16055066			\$0.00	\$5.00	\$1,000.00	

CK# 3833

To insure that your payment is properly applied, please include your account number or invoice number on your check or correspondence. You may also include a copy of the invoice. We will contact you should there be any questions.

Please remit to: P. O. Box 974847, Dallas, TX 75397-4847
 Telephone: 972-277-0300

Subtotal	\$1,000.00
Tax	\$0.00
Misc	\$0.00
Freight	\$15.00
Trade Discount	(\$470.70)
Total	\$544.30

0-30 Days	31-60 Days	61-90 Days	91-180 Days	Over 181 Days
\$0.00	\$0.00	\$0.00	\$0.00	\$0.30

Per the February 2, 2014 letter "Billing Impacts of FCC Ruling on Interstate Calls", Prepaid Calling Card discounts are adjusted for current interstate calling levels

Invoice

SECURUS Technologies™

RECEIVED

MAR 12 2018

Invoice No.	
Date	3/2/2018
Page	1

Bill To:

CLAY CO. JAIL - IL
P.O. BOX 267
LOUISVILLE IL 62441

Clay County Sheriff's Office

Ship To:

CLAY CO. JAIL - IL
P.O. BOX 267
LOUISVILLE IL 62858

Purchase Order No.		Customer ID		HEAT Ticket / PO #		Salesperson ID			
Shipping Method		Shipping Instructions		Payment Terms		Req Ship Date		Master No.	
TAX				NET 30		3/2/2018			
Ordered	Shipped	Item Number	Description	Discount	Unit Price	Ext. Price			
200	200	TPS500	CARD, PREPAID, \$5.00, TPS Ground Shipping	\$0.00	\$5.00	\$1,000.00			
OK #5801									

To insure that your payment is properly applied, please include your account number or invoice number on your check or correspondence. You may also include a copy of the invoice. We will contact you should there be any questions.

Please remit to: P. O. Box 974847, Dallas, TX 75397-4847
Telephone: 972-277-0300

Subtotal	\$1,000.00
Tax	\$0.00
Misc.	\$0.00
Freight	\$15.00
Trade Discount	(\$470.70)
Total	\$544.30

0-30 Days	31-60 Days	61-90 Days	91-180 Days	Over 181 Days
\$544.30	\$0.00	\$0.00	\$0.30	\$0.00

Per the February 2, 2014 letter "Billing Impacts of FCC Ruling on Interstate Calls", Prepaid Calling Card discounts are adjusted for current interstate calling levels

Invoice

SECURUS Technologies™

Invoice No.	
Date	1/1/2018
Page	1

Bill To:

CLAY CO. JAIL - IL
 P.O. BOX 267
 LOUISVILLE IL 62441

Ship To:

CLAY CO. JAIL - IL
 P.O. BOX 267
 LOUISVILLE IL 62858

Purchase Order No.		Customer ID		HEAT Ticket / PO #		Salesperson ID			
Shipping Method		Shipping Instructions		Payment Terms		Req Ship Date		Master No.	
TAX				NET 30		1/1/2018			
Ordered	Shipped	Item Number	Description	Discount	Unit Price	Ext. Price			
200	200	TPS500	CARD, PREPAID, \$5.00, TPS Ground Shipping	\$0.00	\$5.00	\$1,000.00			
<div style="font-size: 2em; transform: rotate(-15deg); opacity: 0.5;">OK #3751</div>									

To insure that your payment is properly applied, please include your account number or Invoice number on your check or correspondence. You may also include a copy of the Invoice. We will contact you should there be any questions.

Please remit to: P. O. Box 974847, Dallas, TX 75397-4847
 Telephone: 972-277-0300

Subtotal	\$1,000.00
Tax	\$0.00
Misc.	\$0.00
Freight	\$15.00
Trade Discount	(\$470.70)
Total	\$544.30

0-30 Days	31-60 Days	61-90 Days	91-180 Days	Over 181 Days
\$0.00	\$0.00	\$0.30	\$0.00	\$0.00

Per the February 2, 2014 letter "Billing Impacts of FCC Ruling on Interstate Calls", Prepaid Calling Card discounts are adjusted for current interstate calling levels

Invoice

SECURUS Technologies™

Invoice No.	
Date	2/15/2018
Page	1

Bill To:

CLAY CO. JAIL - IL
 P.O. BOX 267
 LOUISVILLE IL ~~62441~~ 62858

Ship To:

CLAY CO. JAIL - IL
 P.O. BOX 267
 LOUISVILLE IL 62858

Purchase Order No.		Customer ID		HEAT Ticket / PO #		Salesperson ID			
Shipping Method		Shipping Instructions		Payment Terms		Req. Ship Date		Master No.	
TAX				NET 30		2/15/2018			
Ordered	Shipped	Item Number	Description	Discount	Unit Price	Ext. Price			
200	200	TPS500	CARD, PREPAID, \$5.00, TPS Ground Shipping	\$0.00	\$5.00	\$1,000.00			
<div style="font-size: 2em; transform: rotate(-15deg); opacity: 0.5;">CK#3807</div>									

To insure that your payment is properly applied, please include your account number or invoice number on your check or correspondence. You may also include a copy of the invoice. We will contact you should there be any questions.

Please remit to: P. O. Box 974847, Dallas, TX 75397-4847
 Telephone: 972-277-0300

Subtotal	\$1,000.00
Tax	\$0.00
Misc.	\$0.00
Freight	\$15.00
Trade Discount	(\$470.70)
Total	\$544.30

0-30 Days	31-60 Days	61-90 Days	91-180 Days	Over 181 Days
\$0.00	\$0.00	\$0.00	\$0.30	\$0.00

Per the February 2, 2014 letter "Billing Impacts of FCC Ruling on Interstate Calls", Prepaid Calling Card discounts are adjusted for current interstate calling levels

Invoice

SECURUS Technologies™

Invoice No:	
Date	1/16/2018
Page	1

Bill To:

CLAY CO. JAIL - IL
 P.O. BOX 267
 LOUISVILLE IL 62441

Ship To:

CLAY CO. JAIL - IL
 300 BROADWAY ST
 LOUISVILLE IL 62858-1191

Purchase Order No.		Customer ID		HEAT Ticket / PO #		Salesperson ID			
Shipping Method		Shipping Instructions		Payment Terms		Req Ship Date		Master No.	
TAX				NET 30		1/16/2018			
Ordered	Shipped	Item Number	Description	Discount	Unit Price	Ext. Price			
200	200	TPS500	CARD, PREPAID, \$5.00, TPS Ground Shipping CLAY, IL 00100	\$0.00	\$5.00	\$1,000.00			
<div style="font-size: 2em; font-family: cursive;">OK # 3159</div>									

To insure that your payment is properly applied, please include your account number or Invoice number on your check or correspondence. You may also include a copy of the Invoice. We will contact you should there be any questions.

Please remit to: P. O. Box 974847, Dallas, TX 75397-4847
 Telephone: 972-277-0300

Subtotal	\$1,000.00
Tax	\$0.00
Misc.	\$0.00
Freight	\$15.00
Trade Discount	(\$470.70)
Total	\$544.30

0-30 Days	31-60 Days	61-90 Days	91-180 Days	Over 181 Days
\$0.00	\$0.00	\$0.30	\$0.00	\$0.00

Per the February 2, 2014 letter "Billing Impacts of FCC Ruling on Interstate Calls", Prepaid Calling Card discounts are adjusted for current interstate calling levels

Invoice

SECURUS Technologies™

Invoice No:	
Date	12/12/2017
Page	1

Bill To:

CLAY CO. JAIL - IL P.O. BOX 267 LOUISVILLE IL 62441

Ship To:

CLAY CO. JAIL - IL P.O. BOX 267 LOUISVILLE IL 62858

Purchase Order No.		Customer ID	HEAT Ticket / PO #		Salesperson ID	
Shipping Method		Shipping Instructions		Payment Terms	Req Ship Date	Master No.
TAX				NET 30	12/12/2017	
Ordered	Shipped	Item Number	Description	Discount	Unit Price	Ext. Price
200	200	TPS500	CARD, PREPAID, \$5.00, TPS Ground Shipping	\$0.00	\$5.00	\$1,000.00
<div style="font-size: 2em; font-family: cursive;"> CK# 3740 </div>						

To insure that your payment is properly applied, please include your account number or invoice number on your check or correspondence. You may also include a copy of the invoice. We will contact you should there be any questions.

Please remit to: P. O. Box 974847, Dallas, TX 75397-4847
 Telephone: 972-277-0300

Subtotal	\$1,000.00
Tax	\$0.00
Misc.	\$0.00
Freight	\$15.00
Trade Discount	(\$470.70)
Total	\$544.30

0-30 Days	31-60 Days	61-90 Days	91-180 Days	Over 181 Days
\$279.65	\$0.00	\$0.30	\$0.00	\$0.00

Per the February 2, 2014 letter "Billing Impacts of FCC Ruling on Interstate Calls", Prepaid Calling Card discounts are adjusted for current interstate calling levels

SECURUS Technologies™

Invoice

RECEIVED

OCT 11 2017

Invoice No.	
Date	9/26/2017
Page	1

Bill To:

CLAY CO. JAIL - IL
P.O. BOX 267
LOUISVILLE IL 62441

Clay County Sheriff's Office

Ship To:

CLAY CO. JAIL - IL
P.O. BOX 267
LOUISVILLE IL 62858

Purchase Order No.		Customer ID	HEAT Ticket / PO #	Salesperson ID			
Shipping Method		Shipping Instructions	Payment Terms	Req Ship Date	Master No.		
TAX					Discount	Unit Price	Ext. Price
Ordered	Shipped	Item Number	Description				
200	200	TPS500	CARD, PREPAID, \$5.00, TPS Ground Shipping	\$0.00	\$5.00	\$1,000.00	
		<p><i>10-8-17 PG</i> <i>Check was written for \$544.30</i> <i>but when I wrote it</i> <i>out didn't amount</i> <i>so did it add 30¢ -</i> <i>will be added to next</i> <i>invoice!</i></p> <p><i>CK</i> <i>3705</i></p>					
				Subtotal		\$1,000.00	
				Tax		\$0.00	
				Misc.		\$0.00	
				Freight		\$15.00	
				Trade Discount		(\$470.70)	
				Total		\$544.30	

To insure that your payment is properly applied, please include your account number or invoice number on your check or correspondence. You may also include a copy of the invoice. We will contact you should there be any questions.

Please remit to: P. O. Box 974847, Dallas, TX 75397-4847
Telephone: 972-277-0300

0-30 Days	31-60 Days	61-90 Days	91-180 Days	Over 181 Days
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Per the February 2, 2014 letter "Billing Impacts of FCC Ruling on Interstate Calls", Prepaid Calling Card discounts are adjusted for current interstate calling levels

Invoice

SECURUS Technologies™

Invoice No.	
Date	10/31/2017
Page	1

RECEIVED

NOV 07 2017

Clay County Sheriff's Office

Bill To:

CLAY CO. JAIL - IL
P.O. BOX 267
LOUISVILLE IL 62441

Ship To:

CLAY CO. JAIL - IL
300 BROADWAY ST
LOUISVILLE IL 62858-1191

Purchase Order No.		Customer ID		HEAT Ticket / PO #		Salesperson ID			
Shipping Method		Shipping Instructions		Payment Terms		Req Ship Date		Master No.	
TAX				NET 30		10/31/2017			
Ordered	Shipped	Item Number	Description	Discount	Unit Price	Ext. Price			
200	200	TPS500	CARD, PREPAID, \$5.00, TPS Ground Shipping	\$0.00	\$5.00	\$1,000.00			

OK #3715

To insure that your payment is properly applied, please include your account number or invoice number on your check or correspondence. You may also include a copy of the invoice. We will contact you should there be any questions.

Please remit to: P. O. Box 974847, Dallas, TX 75397-4847
Telephone: 972-277-0300

Subtotal	\$1,000.00
Tax	\$0.00
Misc.	\$0.00
Freight	\$15.00
Trade Discount	(\$470.70)
Total	\$544.30

0-30 Days \$0.30	31-60 Days \$0.00	61-90 Days \$0.00	91-180 Days \$0.00	Over 181 Days \$0.00
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Per the February 2, 2014 letter "Billing Impacts of FCC Ruling on Interstate Calls", Prepaid Calling Card discounts are adjusted for current interstate calling levels.

Invoice

SECURUS Technologies™

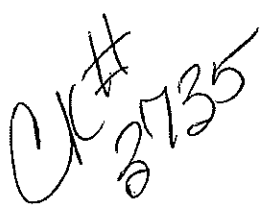
Invoice No.	
Date	12/5/2017
Page	1

Bill To:

CLAY CO. JAIL - IL
 P.O. BOX 267
 LOUISVILLE IL 62441

Ship To:

CLAY CO. JAIL - IL
 P.O. BOX 267
 LOUISVILLE IL 62858

Purchase Order No.		Customer ID		HEAT Ticket / PO #		Salesperson ID			
Shipping Method		Shipping Instructions		Payment Terms		Req Ship Date		Master No.	
TAX				NET 30		12/5/2017			
Ordered	Shipped	Item Number	Description	Discount	Unit Price	Ext. Price			
100	100	TPS500	CARD, PREPAID, \$5.00, TPS Ground Shipping	\$0.00	\$5.00	\$500.00			
									

To insure that your payment is properly applied, please include your account number or invoice number on your check or correspondence. You may also include a copy of the invoice. We will contact you should there be any questions.

Please remit to: P. O. Box 974847, Dallas, TX 75397-4847
 Telephone: 972-277-0300

Subtotal	\$500.00
Tax	\$0.00
Misc.	\$0.00
Freight	\$15.00
Trade Discount	(\$235.35)
Total	\$279.65

0-30 Days	31-60 Days	61-90 Days	91-180 Days	Over 181 Days
\$0.00	\$0.00	\$0.30	\$0.00	\$0.00

Per the February 2, 2014 letter "Billing Impacts of FCC Ruling on Interstate Calls", Prepaid Calling Card discounts are adjusted for current interstate calling levels

Invoice

SECURUS Technologies™

RECEIVED

SEP 7 - 2017

Invoice No.	
Date	8/24/2017
Page	1

Bill To:

Clay County Sheriff's Office Ship To:

CLAY CO. JAIL - IL
P.O. BOX 267
LOUISVILLE IL 62441

CLAY CO. JAIL - IL
300 BROADWAY ST
LOUISVILLE IL 62858-1191

Purchase Order No.		Customer ID	HEAT Ticket / PO #		Salesperson ID	
Shipping Method		Shipping Instructions		Payment Terms	Req Ship Date	Master No.
TAX				NET 30	8/24/2017	
Ordered	Shipped	Item Number	Description	Discount	Unit Price	Ext Price
200	200	TPS500	CARD, PREPAID, \$5.00, TPS Ground Shipping	\$0.00	\$5.00	\$1,000.00
OK # 2681						
					Subtotal	\$1,000.00
					Tax	\$0.00
					Misc.	\$0.00
					Freight	\$15.00
					Trade Discount	(\$470.70)
					Total	\$544.30

To insure that your payment is properly applied, please include your account number or Invoice number on your check or correspondence. You may also include a copy of the Invoice. We will contact you should there be any questions.

Please remit to: P. O. Box 974847, Dallas, TX 75397-4847
Telephone: 972-277-0300

0-30 Days	31-60 Days	61-90 Days	91-180 Days	Over 181 Days
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Per the February 2, 2014 letter "Billing Impacts of FCC Ruling on Interstate Calls", Prepaid Calling Card discounts are adjusted for current interstate calling levels

Invoice

SECURUS Technologies™

Invoice No.	1
Date	7/12/2017
Page	1

Bill To:

CLAY CO. JAIL - IL
 P.O. BOX 267
 LOUISVILLE IL 62441

Ship To:

CLAY CO. JAIL - IL
 P.O. BOX 267
 LOUISVILLE IL 62858

Purchase Order No.		Customer ID	HEAT Ticket / PO #		Salesperson ID		
Shipping Method		Shipping Instructions		Payment Terms	Req Ship Date	Master No.	
TAX				NET 30	7/12/2017		
Ordered	Shipped	Item Number	Description	Discount	Unit Price	Ext. Price	
200	200	TPS500	CARD, PREPAID, \$5.00, TPS Ground Shipping	\$0.00	\$5.00	\$1,000.00	
<div style="font-size: 2em; font-family: cursive;">CK# 3630</div>							
					Subtotal	\$1,000.00	
					Tax	\$0.00	
					Misc.	\$0.00	
					Freight	\$15.00	
					Trade Discount	(\$470.70)	
					Total	\$544.30	

To insure that your payment is properly applied, please include your account number or invoice number on your check or correspondence. You may also include a copy of the Invoice. We will contact you should there be any questions.

Please remit to: P. O. Box 974847, Dallas, TX 75397-4847
 Telephone: 972-277-0300

0-30 Days	31-60 Days	61-90 Days	91-180 Days	Over 181 Days
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Per the February 2, 2014 letter "Billing Impacts of FCC Ruling on Interstate Calls", Prepaid Calling Card discounts are adjusted for current interstate calling levels

Invoice

SECURUS Technologies

Invoice No.	
Date	5/11/2016
Page	1

Bill to:

CLAY CO. JAIL - IL
P.O. BOX 267
LOUISVILLE IL 62441

Ship To:

CLAY CO. JAIL - IL
300 BROADWAY ST
LOUISVILLE IL 62858-1191

Purchase Order No.		Customer ID		HEAT Ticket / PC		Salesperson ID	
Shipping Method		Shipping Instructions		Payment Terms		Req Ship Date	
TAX				NET 30		5/11/2016	
Ordered	Shipped	Item Number	Description	Discount	Unit Price	Ext. Price	
200	200	TPS500	CARD, PREPAID, \$5.00, TPS	\$0.00	\$5.00	\$1,000.00	

CK# 3413

RECEIVED
MAY 23 2016
Clay County Sheriff's Office

To insure that your payment is properly applied, please include your account number or invoice number on your check or correspondence. You may also include a copy of the invoice. We will contact you should there be any questions.

Please remit to: P. O. Box 974847, Dallas, TX 75397-4847
Telephone: 972-277-0300

Subtotal	\$1,000.00
Tax	\$0.00
Misc.	\$0.00
Freight	\$5.00
Trade Discount	(\$335.90)
Total	\$669.10

0-30 Days \$0.00	31-60 Days \$0.00	61-90 Days \$0.00	91-180 Days \$0.00	Over 181 Days \$0.00
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SECURUS Technologies

October 30, 2015

Subject: FCC Order on Inmate Calling Rates and Impact on Industry and Correctional Facilities

Dear Valued Customer:

On October 22, 2015, the Federal Communications Commission (FCC) in a 3-2 vote approved an Order that will drastically impact inmate telephone end-user rates, site commissions, carrier reporting requirements, future technology development, and ancillary services and fees. The purpose of this letter is to alert you to this issue and provide you with information on how it impacts you, your facility, your community, and your inmate telephone service.

While the Order still must be written and details determined, the information provided by the FCC shows that they have ignored evidence and made a huge error in judgment, law, and public safety and policy. If implemented, the Order will cause some jails to lose the ability for inmates to communicate with friends and family; lives of witnesses, judges, victims, and others will be lost due to the inability to provide the technology that prisons and jails need to keep us safe; and the financial stability of the Inmate Telephone Systems (ITS) sector will be clearly threatened.

Given the very serious impacts and ramifications of this Order, Securus Technologies will seek judiciary action to stay and overturn the Order. We believe it is unlawful, and our position is supported by years of case law, and in fact, by two members of the FCC itself.

What This Means To You

The attached Fact Sheet and Frequently Asked Questions documents provide you with information on the Order itself; however, the key issues impacting you are as follows:

1. Site Commissions are Eliminated. The FCC set the rate caps below costs without including the costs of site commissions or other like services making it impossible for commissions to be paid. The Order requires us to report and certify annually on our rates and site commission activity. The FCC has warned that payment of site commissions will result in further reduction in rates. Inmate advocacy groups are closely watching this issue and also reporting on same.
2. The Ability to Customize Rates by Location is Eliminated. The FCC rate caps only allow differentiation of rates by size of facility and the Order trumps State and Local laws and regulations. Gone is our ability to subsidize lower rates in some areas with higher rates in other areas or on other products. Examples include:
 - Low rates for local service have been traditionally subsidized by higher rates for long distance service;

AR

- Low rates in some states have traditionally been subsidized by higher rates in other states;
- Lower rates and commissions in general have been subsidized by other products and services such as funding fees.

By its actions, the FCC is forcing rates and terms across states to be the same and eliminating our ability to create "localized" calling programs. With the exception of the size of a facility, all sites will need to be treated the same.

3. Access to Technology will be Reduced. With the setting of rate caps below industry costs, our ability to pay for technology grants will be eliminated and our ability to continue to reinvest and acquire technology will be significantly curtailed. This will result in our no longer being able to bundle technology solutions into end-user rates and will require us to acquire, develop and offer future solutions subject to your ability to fund the same. Given historically tight budgets for correctional facilities, we anticipate your access to future technology will become much more difficult.

Our Focus Remains Unchanged

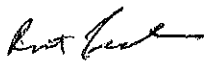
The work you do is extremely important and is the cornerstone of our nation's public safety policy. Securus Technologies will continue to be an advocate for you. We will legally challenge this Order and continue to press the FCC to allow you to be compensated for your costs. We believe we will prevail in an appeal of this Order. Most important, our dedication to you will not change. We do not plan to eliminate service from any location nor significantly reduce any service level due to the implementation of this Order. You have our promise on this.

While we will need to reduce future spending and capital investment, Securus is in a good position relative to the rest of our industry. Given our diversification across other lines of business, only about 60% of our revenue is associated with inmate telephone service, and profits and future growth from our subsidiaries will help us manage through these changes. Further, our future costs will be reduced given we own our platform and technologies and don't need to pay third parties for the same, and our scale and past investment in our platform will make us more efficient. Our commitment to you is that we will still be here and will still be supporting the necessary and important work that you do.

Questions?

We'll keep you updated with information regarding the implementation of this Order. Along the way, if you have questions or concerns, please contact your Securus Account Manager, or feel free to call me at 972-277-0386 or email me at bpickens@securustechnologies.com.

Sincerely,



Robert Pickens
President, Securus Technologies

Fact Sheet of Inmate Rate Order

The Order has yet to be fully written and won't be effective for several months

- Once finalized, the Order must be published in the Federal Register—expect this in the next 45-90 days
- Order is effective 90 days after publication in the Federal Register for Prisons
- Order is effective six months after publication in the Federal Register for Jails

FCC is attempting to make sure that rates are just, reasonable and fair by establishing caps on all intrastate and interstate inmate calling rates. The rate caps are as follows:

- 11 cents/minute for debit and prepaid calls in state or federal prisons
- 14 cents/minute for debit and prepaid calls in jails with 1,000 or more inmates
- 16 cents/minute for debit and prepaid calls in jails with 350-999 inmates
- 22 cents/minute for debit and prepaid calls in jails up to 349 inmates
- Rates for collect calls are slightly higher in the first year and will be phased down to these rate caps over a two year transition period
- Eliminates the ability to subsidize lower rates with higher rates elsewhere

Ancillary service fees are capped in some cases and banned in many others

- Automated payment by phone or website: \$3
- Payment through a live agent: \$5.95
- Paper bill fee: \$2
- Third-party financial transaction fees, such as fees charged by MoneyGram or Western Union, may be passed through with no mark-up
- Prohibits all other ancillary service charges

The FCC strongly discourages "site commission" payments and makes them impossible to be paid since rate caps were purposely set below provider's cost to provide service, and accordingly, there is zero revenue or profits from which site commissions can be paid.

- The FCC will monitor compliance annually and make further downward adjustment in rates, if providers are paying commissions
- Defines the term "site commission" broadly and includes payments for anything unrelated to actual costs to provide service
- Excluded the cost of site commissions in establishing the rate caps

The Order facilitates access for people with disabilities

- Requires providers to offer free access to telephone relay service (TRS) calls for inmates with communications disabilities and applies a steeply discounted rate for TTY-to TTY calls
- Reminds correctional institutions of their obligation to make TRS available to people with communications disabilities
- Encourages jails and prisons to allow commonly used forms of TRS and requires them to report service quality issues

The FCC will provide extensive oversight and monitoring

- To monitor compliance, inmate telephone providers are required to file data annually with information on rates, fees, site commission payments, etc.
- To ensure transparency for consumers, providers must disclose rates and fees
- The FCC is committed to closely monitoring the implementation of reforms, including a review in two years to determine if additional adjustments are required

Frequently Asked Questions

- Q. How did the FCC determine rates?
- A. The FCC required inmate telephone providers to submit detailed cost studies that were compiled by third party experts to determine provider's costs to provide ICS. The FCC gave specific instructions stating that submitted studies could not include the cost of site commissions or anything unrelated to the provision of calling services. Using this information, the FCC then set a rate below industry's costs of providing service.
- Q. Why did the FCC set rates below costs?
- A. To drive out commissions and force rates lower.
- Q. If my rates are below the rate cap, I won't need to change, right?
- A. Unfortunately, since higher rates in other states or on other services subsidize lower rates, and since the FCC is eliminating the higher rates, we can no longer profitably provide lower than rate cap rates. Remember, the FCC is drastically cutting, or eliminating rates for ancillary services which have historically provided higher profit margins and made it possible for site commissions to be paid.
- Q. What does Securus plan to do about this Order?
- A. We plan to file a lawsuit with the United States Court of Appeals, and seek a Stay of the entire Order before it goes into effect, and request the Court to overturn this Order. We believe we have strong legal grounds for our lawsuit. In fact, two members of the FCC, have already agreed that this Order is unlawful and far exceeds the FCC's narrow legal authority. We are confident that we will prevail.
- Q. How will Securus survive with these low rates?
- A. Securus has diversified into several distinct lines of business and only has about 60% of its revenue associated with inmate telephone services. Profits from these other business lines will help absorb the damage from this Order. In addition, through future cost cutting and leveraging our scale and ability to automate, we will lower our cost of service. Even with this cost cutting, our investors will bear a severe burden.
- Q. Is this just a Securus problem, or will others be impacted?
- A. This Order impacts everyone. With rate caps being set below costs, all our competitors have the same problem that we have. Correctional facilities clearly suffer from a loss of commissions and from a more difficult access to technology in the future. Communities will also suffer as correctional facilities become less secure because of the loss of technology.
- Q. Have you heard of anyone planning to continue to pay commissions?
- A. We have heard of a small (mostly) payphone operator that specializes in selling services to small jails that has indicated that they may still offer a small commission going forward. They provide very limited service and have virtually no technology—so, they have very low costs. If they do move forward and provide commissions, they will have to report this and be subject to further rate reductions. Other than that, we have not heard of anyone believing they can survive and pay commissions.
- Q. The FCC said you can pay commissions out of profits. Why can't you do this?
- A. The rates set are actually below our costs, so there would be no way to pay these out of profits. Further, to the extent we reduce our costs enough to have a profit on calls, paying commissions out of profits would mean we could not pay our interest on our bank debt or receive support from our investors. This would be like deciding to not pay your car loan or house mortgage—you just can't do this for very long before your creditors call in their loans. It would be a recipe for bankruptcy. The FCC knows this and that is why they put rate caps below costs.



14651 Dallas Parkway, Suite 600
Dallas, TX 75254-8815

FEB 19 2013
Clay County Sheriff's Office

February 12, 2013

Sheriff James Sulsberger
Clay County Jail
300 Broadway
Louisville, IL 62858

RECEIVED

FEB 19 2013
Clay County Sheriff's Office

Dear Sheriff James Sulsberger:

Enclosed, please find an executed copy of the Renewal of the Master Services Agreement between Clay County Jail and SECURUS Technologies.

We would like to thank you at this time for continuing to choose SECURUS as your inmate phone provider.

Should you need further assistance, please contact your SECURUS Representative.

Joshua Conklin
VP of Sales
SECURUS Technologies
(972) 277-0312

Master Services Agreement CLAY COUNTY JAIL (IL)

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

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

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

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

- 1. Applications.** This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.
- 2. Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.
- 3. Compensation.** Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.
- 4. Term.** The obligations of the parties shall be effective as of the Effective Date, but the "Initial Term" shall begin 120 days after the Effective Date (to allow for installation of hardware and/or implementation of network connectivity) and shall end on the date that is forty-eight (48) months thereafter. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
- 5. Service Level Agreement and Limited Remedy.** We are committed to providing you with reliable, high quality Applications and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. **THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.**
- 6. Software License.** We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v)

RECEIVED
FEB 07 2013

BY:

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

7. Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

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

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

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

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

11. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the use of the Applications or System without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

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

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS

OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

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

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

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

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

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

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

EXECUTED as of the Effective Date.

CUSTOMER:

Clay County Jail

By: *James C. Sulzberger*

Name: James C. Sulzberger

Title: Sheriff

Date: 2/4/13

Customer's Notice Address and Phone Number:

300 Broadway PO Box 267
Louisville, IL 62858

Phone: (618) 665-3316

PROVIDER:

Securus Technologies, Inc.

By: *Robert Pickens*

Name: Robert Pickens

Title: Chief Operating Officer

Date: 2-7-13

Provider's Notice Address:

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

Phone: (972) 277-0300

Provider's Payment Address:

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

Please return signed contract to:

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

**Schedule
CLAY COUNTY JAIL (IL)**

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

A. Applications. We will provide the following Applications:
CALL MANAGEMENT SYSTEM

DESCRIPTION:

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

COMPENSATION:

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

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commissions Payment Address
Clay County Jail 300 Broadway Louisville, IL 62441	SCP	50%	Gross Billed and Collected	--SAME--

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

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

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

SERVICE LEVEL AGREEMENT

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

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

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

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

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

4. Response Process. In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.
5. Performance of Service. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.
6. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.
7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.
8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.
9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

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

INSTANT PAY™ PROGRAM

DESCRIPTION

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

COMPENSATION

Pay Now™ Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay promotional calling program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Provider will compensate the Customer at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

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

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

PREPAID CALLING CARDS

DESCRIPTION:

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

TAXES:

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

COMPENSATION:

The face value of the Cards less the applicable percentage specified in the chart below plus any applicable sales tax and shipping charges shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then we reserve the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice price of the Cards plus any accrued interest from any amounts we owe you until paid in full. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the

amounts owed exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice. All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless Customer provides us a valid reseller's certificate before the time of sale.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Discount Percentage
Clay County Jail 300 Broadway Louisville, IL 62441	35%

CALLING RATES

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

**Exhibit A: Customer Statement of Work
CLAY COUNTY JAIL (IL)**

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

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

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, up to 2 VPM sets, and storage for 1 Year / Purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Effective Date.

CUSTOMER:

Clay County Jail

By: 

Name: James C. Silsberger

Title: Sheriff

PROVIDER:

Securus Technologies, Inc.

By: 

Name: Robert Pickens

Title: Chief Operating Officer

Please return signed contract to:

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



RECEIVED

FEB 9 - 2017

Clay County Sheriff's Office

*possibly
discontinuation
Bid or
proposal*

February 2, 2017

Clay County Jail
Ms. Patricia Greenwood
300 Broadway
P.O. Box 267
Louisville, IL 62858

Dear Ms. Greenwood,
Your current contract with securus expires on June 6, 2017, 2017. Attached is a new Amendment for your current Master Service Agreement. The new Terms are:

Terms
48 Months

Commissions
Collect: 50% Gross Billed and Collected (current commissions 50% Gross)
Prepaid Calling Card increased to: 40% (current commissions 35%)

I would like to invite you and your staff to Dallas for our monthly Securus Technology Experience. If you are interested please email or call me and I will send you information. Also, all expenses are paid by Securus. I hope you will come!

If you have any questions or concerns please let me know I will be happy to assist.
Kindest Regards,
DeWayna Darrett
Sr. Account Manager
Desk: 214-277-0568
Cell: 214-693-8486
ddarrett@securustech.net

**FIRST AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Clay County Jail ("you" or "Customer") dated February 7, 2013 (the "Agreement").

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

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

1. Term. This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, Section 4 of the Agreement is hereby amended to reflect that the Term shall be extended by 48 months with a modified end date of June 6, 2021. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
2. Prepaid Calling Card Discount Percentage Change. The Prepaid Calling Card Discount Percentage identified in the Agreement is changed to 40%, less the applicable percentage reduction attributable to interstate calling revenue.
3. FCC Rate Order. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective as of February 11, 2014, the Agreement shall be modified to reflect that no commission shall be paid on revenues earned through the completion of interstate calls of any type, and the discount percentage for prepaid calling cards shall be reduced by the applicable percentage attributable to interstate calling revenue from Customer's Facility.
4. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the First Amendment Effective Date.

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

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

Wabasha

*Cumberland Co SD.
Edgar Co SD
Wabash Co.
Hardin Co*

*5 year
Contract
negot*



Clay County Jail, IL

SOLUTION SERVICES AGREEMENT

THIS AGREEMENT made this Wednesday, October 19, 2016 ("Agreement Date") is entered into by and between Clay County Jail (hereafter "PARTICIPANT") and ENCARTELE, INC., a Nebraska corporation (hereafter "CONTRACTOR"). PARTICIPANT and CONTRACTOR are sometimes referred to individually as a "PARTY" or collectively as the "PARTIES".

RECITALS

WHEREAS, PARTICIPANT desires to acquire correctional service solutions (hereinafter referred to as "SERVICES") provided by CONTRACTOR, as indicated in Attachment "A" of this Agreement for its FACILITY(s) (the "FACILITY"); and

WHEREAS, CONTRACTOR is a qualified vendor of the SERVICES being offered; and

WHEREAS, PARTICIPANT desires to enter into an agreement with CONTRACTOR for the SERVICES being offered for the FACILITY.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, it is mutually agreed as follows:

DEFINITIONS

Contractor Provided Service – Correctional Service Solutions for which CONTRACTOR provides dedicated equipment for the purpose of providing proprietary Services as indicated in Attachment "A" of this Agreement.

Contractor Provided Equipment – Correctional Service Solutions for which CONTRACTOR provides ancillary equipment for the purpose of providing non-proprietary Services as indicated in Attachment "A" of this Agreement.

Commission – The royalty payment paid to the PARTICIPANT for the right to provide SERVICES at the FACILITY.

Telephone Call – Any LEC Collect, Direct Collect, PIN Debit or Calling Card Call terminated and billed from an inmate telephone.

LEC Collect Call – A collect telephone call whereby the called party accepts charges for a call and agrees to pay for the call by being billed on their Local Telephone Company's telephone bill.

Direct Collect Call – A collect telephone call whereby the called party accepts charges for a call and agrees to pay for the call with deposited funds held on account by the CONTRACTOR.

PIN Debit Call - A telephone call whereby the calling party pays for the call prior to it being placed.

Calling Card Call – A telephone call paid for by purchasing a calling card and utilizing a PIN number to validate the funds available for the call.

Inmate Telephone – A telephone instrument provided by CONTRACTOR and utilized by inmates to place telephone calls from within the FACILITY.

Gross Billed Revenue – Total revenue billed for the specific connection and termination services provided by CONTRACTOR without any deductions associated with the cost incurred by CONTRACTOR to deliver the SERVICES.

Inmate Telephone System – A controllable telecommunications system that processes and terminates telephone calls initiated by inmates from within a confinement facility.