

This Master Services Agreement (this "Agreement") is by and between Lassen County Sheriff's Department, Susanville, California ("Customer") and T-NETIX, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company, ("we," "us," or "Provider"). This Agreement shall be effective as of the date signed by Customer provided the agreement is received by Evercom within ten (10) days thereof (the "Effective Date").

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.
3. Compensation. Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.
4. Term. Customer and Provide acknowledge that they are parties to that certain Agreement for Installation and Service of Inmate Telephones, dated as of May 10, 2001 ("Inmate Telephone Agreement"), and such terms are incorporated herein by reference and will remain in full force and effect until June 1, 2007, wherein the terms and conditions of this Agreement will commence and will continue for five (5) years thereafter. The parties acknowledge that Customer may terminate this Agreement for convenience at any time on or after June 1, 2008, upon a 90 days prior written notice. 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 IS THE SOLE AND EXCLUSIVE REMEDY 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. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.
7. Ownership and Use. The System, the Applications, and related call detailed records, related 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 call detailed records, related 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 call detailed 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 (iii) 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.** The System, Applications, and related call detailed records and related 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.

10. **Indemnification.** To the fullest extent allowed by applicable law but subject to the limitations in this Agreement, each party (the "Indemnifying Party") will, and does hereby agree to, defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) brought or claimed by third parties or by the Indemnified Party (collectively, "Claims") arising out of (i) a breach of either party's representations, warranties and/or covenants contained herein or (ii) the gross negligence or willful misconduct of, or intellectual property infringement or alleged intellectual property infringement by, the Indemnifying Party and/or its employees, agents, or contractors in the performance of this Agreement. The Indemnified Party shall notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section and the Indemnifying Party shall hereupon tender the defense of such Claims to the Indemnifying Party. The Indemnified Party shall cooperate in every reasonable manner with the defense or settlement of such Claims at the Indemnifying Party's expense. The Indemnifying Party shall not be liable under this section for settlements of Claims finalized solely by the Indemnified Party unless the Indemnifying Party has approved such settlement in advance or unless the defense of such Claims has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

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. 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 utilization 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 PRIOR TO 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 other than those under 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.

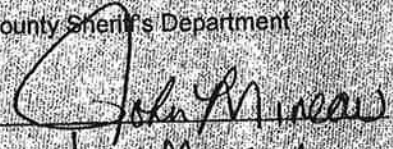
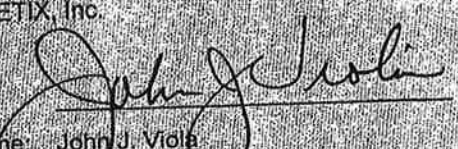
16. **Force Majeure.** Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance,

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. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. 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 prior to 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. 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 regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

CUSTOMER Lassen County Sheriff's Department By:  Name: <u>JOHN MINEAU</u> Title: <u>COMMANDER</u> Date: _____ <u>Customer's Notice Address:</u> 1405 Sheriff Cady Lane Susanville, CA 96130	PROVIDER T-NETIX, Inc. By:  Name: <u>John J. Viola</u> Title: <u>Vice President and General Manager</u> Date: <u>2-16-07</u> <u>Provider's Notice Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel <u>Provider's Payment Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: Accounts Receivable
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This Schedule is between T-NETIX, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and Lassen County Sheriff's Department ("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 SERVICE

DESCRIPTION:

Secured Communications Network: Secured Communications Network ("SCN") provides, through its centralized net centric, VOIP, digital transmitted system, automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCN provides the capability to (a) monitor and record inmate calls, (b) mark certain numbers as private to disable the monitoring and recording function, (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCN will be provided at the Facilities specified in the chart below.

COMPENSATION:

Collect Calls. We will pay you commission (the "Commission") in the amount of the applicable Collect Commission Percentage (as specified in the chart below) of the applicable revenue base (as specified in the chart below) that we earn through the completion of collect calls placed from the Facilities. "Gross Revenue" means all charges billed by us relating to collect calls placed from the Facilities. Gross Revenue may be verified by the detailed call records maintained by us, without any deduction or credit for bad debt or for billed calls that for any reason are not collected. Regulatory required and other items such as federal, state and local charges and taxes and fees are excluded. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days prior to a Payment Date of any change in your payment address.

Signing Bonus. Within 30 days after the installation of the System (if this Schedule is a new agreement) or within 30 days after the Commencement Date (if this Schedule is a renewal of an existing agreement), we will pay you a signing bonus in an amount equal to \$10,000.00. If the Agreement is terminated for any reason prior to the end of the initial Term, then you will refund to us an amount equal to the signing bonus times a fraction, the numerator of which is the number of months between the date of termination and the end of the initial Term, and the denominator of which is the number of months in the Initial Term plus interest on the prorated amount in the amount of the lower of (a) 15% per annum and (b) the maximum rate allowed by law. You shall pay any such refund within ten days after any such termination, or at our election, we may deduct the refund from any Commission we owe you.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Collect Commission Percentage	Revenue Base for Calculation of Commission	Payment Address
Lassen County Sheriff's Department 1405 Sheriff Cady Lane Susanville, CA 96130	SCN	47.5%	Gross	Same

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System (inclusive of the SECUREworkstation defined below) 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):

- (i) The "SECUREworkstation" is designed to satisfy facilities that require a secure direct link and full technical support of the Applications. Utilizing the Windows XP operating system, the SECUREworkstation is subject to full technical and field support services described herein, access to all applicable Applications and restricted user rights for facility personnel. No other third party software may be installed on the SECUREworkstation; and
- (ii) The "Openworkstation" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third party software. Ownership of the Openworkstation is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an Openworkstation. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY OPENWORKSTATION(S)."

1. **Outage Report; Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@Evercom.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, prior to any Technical Support outage. For your calls to Technical Support, the average monthly call answer time is generally 120 seconds or less, provided however, that we will endeavor (but will not be obligated) to achieve an average monthly call answer time of 30 seconds.

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

"Priority 1"	60% or more of the functionality of the System is adversely affected by the System Event
"Priority 2"	30%-59% of the functionality of the System is adversely affected by the System Event
"Priority 3"	5%-29% of the functionality of the System is adversely affected by the System Event
"Priority 4"	Less than 5% of the functionality of the System is adversely affected by the System Event

3. **Response Times.** After receipt notice of the System Event, we will respond to the System Event within the following time periods with a 95% or greater rate of accuracy:

Priority 1	4 hours
Priority 2	12 hours
Priority 3	24 hours
Priority 4	36 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 SCN system, technical support will initiate remote diagnosis and correction of the System Event.

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

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

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

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

9. **Required IGR.** You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not

provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. End-User Billing Services and Customer Care. Our Correctional Billing Services division will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

DIGITAL CALL MANAGER VALUE-ADD FEATURES

DESCRIPTION:

3-Way Detect. On DCM, 3-Way Detect provides the capability for you to mark, warn, or disconnect 3-way calls.

Administrative Assistant. On DCM, Administrative Assistant allows you to access a web page interface to view call detail records, data regarding the Commission, and service tickets and to post documents to be shared between you and us.

Sentinel. On DCM, Sentinel provides continuous diagnostic information regarding the System to our network operating center (NOC) to facilitate quick and efficient resolution of network issues.

COMPENSATION:

The optional features above are provided to you at no charge.

DIGITAL CALL MANAGER END-USER FUNDED FEATURES

DESCRIPTION:

CollectConnect. On DCM, CollectConnect allows inmates' friends and families to pay for collect calls immediately after the call with a credit card or similar method.

Courtesy Call. On DCM, Courtesy Call facilitates communication between inmates and their friends and families by notifying a prepaid account holder when the balance in the account approaches the minimum limit.

Encompass. On DCM, Encompass is a patent-pending enabler that facilitates quick establishment of accounts by friends and families of the inmates.

First-CallConnect. On DCM, First-CallConnect allows an inmate's first phone call from a Facility to be connected for a short duration at no cost to the inmate or the called party. Such promotional calls are not commissionable.

COMPENSATION:

The optional features above are provided to you at no charge and may be funded from end-user fees.

FACILITY MANAGER

DESCRIPTION:

Facility Manager is an Internet based software application that provides record-keeping and administrative processing of detainees with optional records management and computer aided dispatch. Any changes to the configuration or options may be addressed a Change Order (see below).

Software. We will provide you with the Software regarding the jail management applications listed in Exhibit FM-A (the "FM Software") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of 30 users with 12 as simultaneous users based upon a 147 bed Facility.

WORKSTATION REQUIREMENTS	
Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed

Network Interface	An active USB port and/or an open PCI slot for a Network Interface Card (NIC) and an installed 10 Base-T Ethernet NIC
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
INTERNET ACCESS REQUIREMENTS	
DSL or Cable Modem	Data Rate: 1.5 Megbits downstream and 384Kbits upstream, minimum NOTE: You are required and responsible for obtaining and installing anti-virus and firewall protection software for connectivity to and from the Internet.

For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal):

- (i) The "SECUREworkstation" is designed to satisfy facilities that require a secure direct link and full technical support of the Applications. Utilizing the Windows XP operating system, the SECUREworkstation is subject to full technical and field support services described herein, access to all applicable Applications and restricted user rights for facility personnel. No other third party software may be installed on the SECUREworkstation; and
- (ii) The "Openworkstation" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third party software. Ownership of the Openworkstation is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an Openworkstation. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY OPENWORKSTATION(S).

The services set forth in this Section for FM Services do not apply to any provided Openworkstation(s).

Hardware. We will also provide you with the hardware listed in Exhibit FM-A (the "Hardware"). When we receive payment from you for all Costs related to the Hardware, (i) the title to the Hardware shall immediately vest in you and (ii) any third party software pre-installed on the Hardware and all assignable warranties provided to us by our Hardware vendor ("Vendor") shall be automatically assigned to you.

Professional Services. We will provide the related services specified on Exhibit FM-A (the "Professional Services") and support for the applicable related services specified on Exhibit FM-A (the "Support Packages").

Change Orders. Either party may, upon prior written notice to the other party, request a change to the requirements specified in Exhibit FM-A of this Schedule. If any such request results in a change to the Fees, Costs, or time requirements specified hereunder, then the parties agree to work in good faith to mutually agree on an equitable adjustment in the Fees, Costs, or schedule. In no event will we be required to comply with any request changes unless and until both parties execute a written amendment to this Schedule.

Additional Products. You may submit to us purchase orders for additional or modified software, hardware or related services that we have made commercially available. Except for pricing and delivery terms (which shall be specified in the purchase order), the Agreement and this Schedule shall govern the purchase and provision of such additional or modified software. Unless otherwise agreed upon in writing, all additional or modified software, hardware, or related services will be provided on a time and materials basis at our then-current billing rates. Notwithstanding the foregoing, no purchase order for additional software, hardware, or related services shall be binding on us until we have accepted such purchase order in writing.

COMPENSATION:

Monthly fees set forth in Exhibit FM-A for your use of the FM Software (the "Subscription Fees") and Support Packages (collectively, the "Fees") and the one-time costs specified in Exhibit FM-A for the Hardware and Professional Services (the "Costs") are due and payable to us in accordance with the payment terms set forth below.

The Fees will be deducted from your Commission. Customer agrees that 7.5% of the monthly Commissions will be allocated towards payment of the Fees until such obligation has been paid in full. If for any reason, the Phone Schedule 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. Further, if the Phone Schedule terminates or expires prior to the expiration or termination of this Schedule, then payment of the Fees and any other amounts will be due within thirty (30) days after the date of the invoice.

Interest at the rate of one and one-half percent (1-1/2%) per month shall apply on all balances not paid in a timely manner. In addition, you will be responsible for all sales, use, and other taxes (excluding taxes on our income) imposed by any jurisdiction arising out of or related to the license granted in this Service Schedule or to your use of the FM Software and services provided hereunder, regardless of when such tax liability is asserted. You will also be responsible for the cost, if any, to interface the FM Software with your system or the system of a third party (including, without limitation, third party jail management systems and commissary management systems). Such interface must meet our interface requirements and must be approved by us. Upon request, we will provide you with our interface specifications to assist in the integration of approved systems.

FACILITY MANAGER SERVICE LEVEL AGREEMENT:

FM Software Support. We will provide support for the FM Software as follows at no additional cost to you. If you experience a malfunction of the FM Software, you will promptly report the malfunction to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@Evercom.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, prior to any Technical Support outage. For your calls to Technical Support, the average monthly call answer time is generally 120 seconds or less, provided however, that we will endeavor (but shall not be obligated) to achieve an average monthly call answer time of thirty (30) seconds.

Hardware and Professional Services Support and Maintenance. Except as expressly included in a support package (if any) identified on Exhibit FM-A (the "Support Packages"), we will not support or maintain the Hardware, Professional Services, or any other equipment, hardware, or peripherals that you use in connection with the FM Software or any Professional Services, or any third party software that is pre-installed or subsequently installed on the Hardware (the "Third Party Software").

Copies of Data. Subject to the provisions of the Agreement and as long as you are not in default there under, upon expiration of the Agreement, we will provide you with an electronic copy of the data derived from the Application during its use in XML format at no additional charge to you. However, any conversion of such data or copies of data requested during the term of the Agreement shall be provided at our discretion on a time and materials basis.

Other Support. Support and maintenance services other than those purchased under this Schedule may be provided at our discretion on a time and materials basis.

Third Party Repairs and Unauthorized Interfaces. You may not alter, repair or otherwise modify the FM Software without our prior written consent. We will not bear the expense of any repairs to, or maintenance of, the FM Software or Hardware by a third party ("Third Party Repair") unless we authorize such Third Party Repair in writing prior to the Third Party Repair. Under no circumstances will we be responsible for the quality, effectiveness, or any other aspect of any Third Party Repair. If (a) the FM Software is interfaced with equipment that is not Compatible Equipment, (b) the interface does not meet our interface requirements, or (c) the interface is implemented by anyone other than us or our authorized agents or without our approval, then we will have no further obligation to support the FM Software.

EXHIBIT FM-A

Specifications and Pricing

Customer Name :	Lassen County Adult Det. Fac.
Customer Address:	1405 Sheriff Cady Lane
Customer City, State Zip Code :	Susanville CA 91630
Customer Contact :	Gina Mineau
Customer Phone Number :	530-251-5254

Salesperson:	Don Lee
Vice President Sales:	John O'Keefe

Number of Beds	147 Beds
Number of Simultaneous Users (Note 2)	12 Users
Number of Total Users	30 Users
Contract Length in Months	60 Months

Monthly Subscription Fees (Note 1)

Monthly Software Subscription Fees	\$647
Maintenance and Hosting Fees	\$27

Total Monthly Subscription Fees	\$674
Plus amortized P&I if Professional Services are financed	\$530
Total Monthly Payment (Note 3)	\$1,203

Professional Services

Server Setup	\$962
Custom Programming	\$12,250
Training	\$3,262
Hardware	\$9,391
Networking	\$100
Installation + Shipping	\$6,295
Professional Services Total (Note 3)	\$32,260
Funds applied to agreement	\$10,000
Net Professional Services	\$22,260
Interest over length of contract	\$9,514
Professional Services Financed Length of Contract (Note 3)	\$31,774

Software Subscriptions

Detention Management System (DMS): Modules and Features

Intake & Release (C7039)	Standard Offering
Cell Management	Standard Offering
Billing (C7030)	Standard Offering
Classification	Standard Offering
Events Logging	Standard Offering
Exercise	Standard Offering
Facility Incidents	Standard Offering
Mail Logging	Standard Offering
Visitation (C7075)	Standard Offering

Records Management System (RMS): Modules and Features

Incidents	Not Included
Incident Property	Not Included
UCR / NIBRS Reporting	Not Included
Property Room	Not Included

Computer Aided Dispatch (CAD): Modules and Features

Radio Log	Not Included
Calls for Service	Not Included

Options: Modules and Features

Civil Process (C7065)	Not Included
Commissary Management (C7066)	Not Included
Event Bar Code System	Not Included
Everview - CAM Interface	Not Included
Fleet Vehicle Management (C7067)	Not Included
Medical Treatment (C7055)	Not Included
Personnel Management - Scheduling (C7031)	Included
Property Room (C7071)	Not Included
Warrants (C7076)	Not Included
Pawn Shop	Not Included

Custom Programming

Database Data Conversion	IMS Database
Custom Interfaces	Custom Interface Included
AFIS Interface	No AFIS Interface
VINE Interface	No VINE Interface
Commissary Interface	No Commissary Interface
Fingerprint Machine interface	No Fingerprint Interface
WAN Connection	DSL Internet Access
CM Inmate Phone System Network Integration	Not Included
Remote Access	Not Included

Installation & Shipping

Network Installation (Wiring)	0 Network Drops
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Training

Total Days of On-Site Training	4.0 Days
Total Days of Web-Based Training	0.0 Days

Hardware

Workstations and peripherals (C4000, C5053, C3044)	6 Workstations
17" Flat Panel Monitors (C3057)	6 Flat Panel Monitors
Notebooks and peripherals (C4053)	0 Notebooks
B/W Printer: Standard	0 Black & White Printers

B/W Printer: HP LaserJet 1320 (C3037) (Hi-speed 15 PPM)

0 Black & White Printers Hi-spd

Color Printer: HP 5650 (C3020)

0 Color Printers

Basic Digital Imaging System (C5066, C5106, C5104, C5073)

1 Basic Digital Imaging Systems

Prem. Digital Imaging System (Basic plus C5075, C5065)

0 Premium Digital Imaging Systems

Upgrade Existing Camera I/F to USB port connectivity

1 Camera interface - USB

Back-Up Camera

0 Back-Up Camera

10/100 Network Switch (C5015)

1 Hubs

PIX 501

1 PIX Router

Wireless Barcode Scanning Devices (C5157)

0 Portable Scanners

Stationary Barcode Scanning Devices

0 Stationary Scanners

Wireless Barcode Download Stations (C5158,C5159)

0 Download Stations

Project Notes:

1 - Does not include pricing for any other Facility Manager System components such as Hardware, Interface, Network, High Speed Internet, Hardware Support, etc. - See 'Professional Services' for all hardware related pricing.

2 - The number of simultaneous users is defined to be the number of users that are logged onto the Facility Manager application at any one time. Securus recommends four simultaneous users per 100 beds.

3 - Pricing assumes all components will be purchased through Evercom Systems, Inc.

4 - Customer is responsible for all workstations at facility to have access to high-speed broadband; and that all workstations accessing FM meet minimum requirements.

5 - Securus will install PIX router at time of project per instruction by customer, as to which of their workstations will be restricted to accessing FM only on the WEB

6 - The new workstations will be installed at locations defined by customer - to be determined at time of project. Customer will be responsible to run all new CAT-5 drops to new computer locations..

7 - Customer will provide the interface file specifications for the exporting of detainee records to an FTP location. Customer will be responsible to ensure livescan fingerprint device can retrieve the files.

8 - Securus will install the Digital camera at the location specified by customer - but not to exceed 25 cable feet from the booking workstation location.

Exhibit A: Customer Statement of Work
Lassen County Sheriff's Department (CA)

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between T-NETIX, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and Lassen County Sheriff's Department ("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 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 following equipment in connection with the Applications:

Equipment Description	Quantity
SCNMPLS	1
ADTRAN 924	2
Powerware Ethernet Mon Card	1
PW-5125 1500 RM UPS	1
Adtran Rack Mount HW Kit	2
Dell FS726T Switch	1
Blade 4 FT Rack	1
Chassis	1
Self	1
Funamax-towermax DS 25 Lightning Protection	2
MLT1	1
4 - KSV - 4 Outlet Surge Suppressor	1
BACKBOARD, 187C1W, WHITE, 8 POSITION, Wood	1
BACKBOARD, 183B1W, BLUE, 8 POSITION, Wood	1
PC Power strip	1
Dell Workstation	1
HP5650 Color Printer	1
Acer 17" - LCD	1
Workstation/Camrecorder Install Kit (Speakers, Cable, Manual, Printer Cable, Blank CD's)	1

UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING IN THIS SCHEDULE, NO APPLICATIONS, EQUIPMENT, INSTALLATION AND SPECIAL REQUIREMENTS OTHER THAN THOSE STATED ABOVE WILL BE PROVIDED; NO ORAL AGREEMENTS OR STATEMENTS ARE BINDING.

EXECUTED as of the Schedule Effective Date.

CUSTOMER: Lassen County Sheriff's Department By: <u>John Mineau</u> Name: <u>JOHN MINEAU</u> Title: <u>COMMANDER</u> Date: <u>1/22/07</u>	PROVIDER: T-NETIX, Inc. By: <u>John J. Viola</u> Name: <u>John J. Viola</u> Title: <u>Vice President and General Manager</u> Date: <u>2-16-07</u>
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**FIRST AMENDMENT TO
MASTER SERVICE AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by a party ("First Amendment Effective Date") and amends and supplements that certain Master Service Agreement with an Effective Date of March 12, 2007 ("Agreement") by and between Lassen County Sheriff's Department ("Customer") and T-NETIX, a Securus Technologies, Inc. company ("Provider").

WHEREAS, Customer and provider agree to modification of certain terms of their Agreement pursuant to the terms and conditions outlined below;

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:

TERM AND SCOPE. This First Amendment will commence on the First Amendment Effective Date and will remain in effect through the term of the Agreement. Except as otherwise modified herein, each and every provision of the parties' Agreement shall remain in full force and effect.

NAME CHANGE

The parties acknowledge that T-NETIX, a Securus Technologies, Inc. entity, will cease to exist as an entity when its current state registration expires. Securus Technologies, Inc. will assume the role of Provider in all respects in regard to the Agreement, which is otherwise unaffected by this Amendment. This Amendment is a simple name change and Securus hereby assumes, both retroactively and prospectively, all duties, liabilities and responsibilities in connection with providing Customer the services enumerated in the parties' Agreement.

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

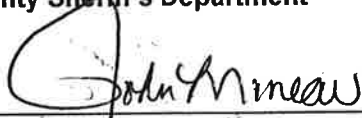
Lassen County Sheriff's Department

By:

Name:

Title:

Date:



JOHN MINGAU

UNDER SHERIFF

12/5/14

Securus Technologies, Inc.

By:

Name:

Title:

Date:

Robert Pickens

President

Please return signed document to:


14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

APPROVED AS TO FORM

DEC 3 - 2014


Lassen County Counsel