

CORRECTIONS CORPORATION OF AMERICA
PRISON INMATE TELEPHONE AGREEMENT

ORIGINAL
COPY

Corrections Communications, Inc., a Florida Corporation with its principal place of business located at 229 McKenzie Avenue, Panama City, Florida 32401 (hereinafter referred to as Inmate Telephone Service Provider "ITSP"), and Corrections Corporation of America, with its principal place of business at 10 Burton Hills Boulevard, Nashville, Tennessee 37215, (hereinafter referred to as "Customer"), hereby agree to execute this Inmate Telephone Service Agreement (hereinafter referred to as "Agreement"), effective ~~July 1, 2008~~ ("Effective Date").

April 1, 2009
JHW Gul

1. AGREEMENT

Customer grants ITSP the exclusive right and privilege to install and operate prison inmate telephones and related telephone equipment at Customer's Facility detailed in **Attachment B** (hereinafter referred to as "Facility"). ITSP shall, at no cost to Customer, provide all inside wiring for the inmate telephones, install the inmate telephones, and the related hardware and software/firmware specifically identified herein, to enable inmates at the Facility to make auto-collect local and long distance calls, debit local, long distance and international calls, and/or pre-paid local, long distance and international calls from the Facility pursuant to the terms set forth herein.

2. TERM

This Agreement shall commence upon the Effective Date shown above and remain in force for an initial term of three (3) years, with an expiration date of ~~June 30, 2011~~ ^{March 31, 2012} (hereinafter referred to as "Initial Term"). The Agreement shall not bind, nor purport to bind, Customer for any contractual commitment in excess of the original Agreement period. Customer shall have the right, at its sole option, to renew the Agreement for two (2) additional one (1) year terms, or any portion thereof with thirty (30) days written notice to ITSP. In the event Customer exercises such right, all terms and conditions, requirements and specifications of the Agreement including prices, shall remain the same and apply during renewal terms. This Agreement shall not automatically renew.

JHW Gul

3. ITSP RESPONSIBILITIES

ITSP shall agree to all terms and conditions set forth in this Agreement, and ITSP shall agree to the specifications, including, but not limited to, the features and functionalities of the Inmate Telephone System (hereinafter referred to as "ITS") listed in **Attachment A**. If Customer designates an Agent, ITSP shall follow Customer's direction in working with such Designated Agent.

4. COMPENSATION

4.1. Collect, Debit and Pre-Paid

ITSP shall pay Customer ~~forty-seven and five tenths percent (47.5%)~~ ^{eight} ~~percent~~ (48.9%) commission calculated on all Gross Revenue generated by and through the ITS, including but not limited to, collect, debit and prepaid inmate telephone calls. Gross Revenue shall include, but not be limited to, all surcharges, per minute fees and any additional fees to be paid by the called party generated by the completion of all Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate and International collect, debit and pre-paid inmate telephone calls placed from ITSP's equipment located at the Facility. Any additional fees and/or charges added to the called party's bill must be approved by Customer. Such additional fees and/or charges shall be commissioned at the commission rate stated above and shall follow **Section 5 - Payment and Reporting** requirements in this Agreement. However, regulatory required charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency are excluded from the Gross Revenue. Pre-paid calls include, but are not limited to, those calls completed by using a pre-paid card as well as all calls which have been pre-paid by any person or entity and by any method of payment. ITSP agrees that the Customer will bear no responsibility for unbillable or uncollectible calls. ITSP shall pay commission

JHW Gul (48.9%)

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on the Gross Revenue before any deductions are made for unbillable calls, bad debt, uncollectible calls, fraudulent calls, LEC adjustments or any other ITSP expenses. Promotional and Non-Promotional calls shall be completed through the ITS as part of the Prepaid Collect Program. Promotional calls are those calls completed to the called party as a free call in an attempt to generate revenue through additional Prepaid calls to the same called party. Promotional calls are not commissioned and shall be limited to one call per unique number called. Non-Promotional calls are those calls completed to the called party as a Prepaid call and shall be commissionable as a Prepaid call. Promotional calls shall be designated as "Promotional Call" in the Call Detail Records. A Collect call is deemed to be complete and commission due when the called party accepts the call regardless if the ITSP can bill or collect the revenue on the Collect call. For Debit, Prepaid and Non-Promotional calls, a call is deemed to be complete and commission due when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up. Calls to telephone numbers that appear on the free call list supplied by the Customer shall not generate revenue for ITSP and shall not be commissionable to Customer. Only those numbers designated by Customer on the free call list shall be marked as "Free" in the ITS. Additionally, Customer shall not be liable for any of ITSP's costs including, but not limited to, taxes, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages.

4.2. Pre-Paid Cards

ITSP shall pay Customer ^{eight} ~~forty-seven and five tenths percent (47.5%)~~ ^{JHW} ~~percent~~ ^(48%) commission on the face value of the pre-paid cards purchased by the Customer. Commission shall be due when Customer purchases the pre-paid cards but payable under **Section 5 - Payment and Reporting** of this Agreement. A pre-paid card call is deemed to be complete when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick up. Customer shall choose denominations of pre-paid cards to be used at the Facility.

4.3 Rates

- 4.3.1 Both parties have mutually agreed upon the rates for inmate telephone calls as detailed in **Attachment B**. Calling rates shall be defined as the combined cost of surcharges, any additional fees and per minute rates charged to the called party. Any and all charges and fees that will be assessed for all collect, debit and prepaid inmate telephone calls shall be identified in **Attachment B**. It is not necessary to detail government agency mandated fees such as taxes and state and federal universal service fund assessments in this Agreement.
- 4.3.2 The ITSP shall submit written requests for Customer's approval to increase and/or decrease rates for inmate telephone calls. Customer shall provide written notice of approval or disapproval. Should ITSP decrease the calling rates without the express written approval of Customer, the ITSP shall be responsible for paying commission on the Gross Revenue as determined by applying the calling rates prior to the unapproved change. Should ITSP increase the calling rates without the express written approval of Customer, ITSP must issue credits to all end users that were overcharged. No commission refund shall be due from Customer to ITSP for unapproved rate increases. Notwithstanding anything to the contrary herein, Customer acknowledges that ITSP'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 ITSP from taking all steps necessary to perform in compliance therewith.
- 4.3.3 ITSP may be asked at any time during the Agreement term to adjust calling rates in order for Customer to meet contractual obligations to various state or federal agencies. Calling rates shall be categorized as Local, Intralata/Intrastate, Interlata/Intrastate and Interlata/Interstate. The calling rate shall be defined as the combined cost of the surcharge and per minute rate charged to the called party for a ten (10) minute call in each category. The commission paid to Customer shall not be adjusted until the cumulative amount of the calling rate in each category increases or decreases 5% or more

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from the base calling rates shown in **Attachment B**. If the cumulative amount of the calling rate for each category is decreased by 5%, the commission paid to Customer shall be decreased by 1.92%. If the cumulative amount of the calling rate for each category is decreased by 10%, the commission paid to Customer shall be decreased by 3.84%. If the cumulative amount of the calling rate for each category is decreased by 15%, the commission paid to Customer shall be decreased by 5.75%. For every additional 5% cumulative calling rate decrease over the initial 15%, the commission paid to Customer shall be decreased by 1.75%. Any increases in calling rates shall result in an increase in the commission paid to Customer. Increases in the cumulative amount of the calling rates for each category will be evaluated at each 5% increase and corresponding increases in the commission paid to Customer will be mutually agreed upon by ITSP and Customer with the understanding that commission increases will be more favorable to Customer in the same proportion that commission decreases were favorable to ITSP.

4.3.4 Rate adjustments requested by Customer will be implemented by ITSP within four (4) days of receiving Customer's written request, subject to regulatory approval.

5. PAYMENT AND REPORTING

5.1 Payments and reports due Customer or its Designated Agent hereunder shall be made by ITSP no later than the twenty-fifth (25th) day of the month following the month of traffic. Commission payments shall be sent via wire transfer and traffic detail reports shall be sent via electronic format to Customer or its Designated Agent.

5.2 Traffic detail report(s) shall include a detailed breakdown of the traffic for all collect, debit, and pre-paid collect calls for each inmate telephone or inmate telephone station. This requirement is applicable for any ITS equipment that may be installed by ITSP. Traffic detail shall include, at a minimum, each of the following items for each inmate telephone station broken down by collect, debit, and pre-paid collect call types: (a) Facility Name; (b) Facility Identification Number; (c) Facility Street Address, City, State, and Zip Code; (d) Automatic Number Identifier, including Inmate Telephone or Inmate Telephone Station number; (e) Total Gross Local Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (f) Total Gross Intralata/Intrastate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (g) Total Gross Interlata/Intrastate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (h) Total Gross Interlata/Interstate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (i) Total Gross International Revenue per Inmate Telephone or Inmate Telephone Station; (j) Commission Rate; (k) total Commission Amount (including, but not limited to, Local, Intralata/Intrastate, Interlata/Intrastate, and Interlata/Interstate); (l) Site Identification Number; (m) Traffic Period Dates; (n) Total Minutes of use per Inmate Telephone or Inmate Telephone Station for each call type; (o) Total Number of Calls per Inmate Telephone or Inmate Telephone Station for each call type; (p) Total Debit Usage for each call type; (q) Total Pre-paid Usage for each call type.

5.2.1 Pre-paid card call report(s) shall include a detailed breakdown of the traffic for all pre-paid card calls for each inmate telephone or inmate telephone station. Traffic detail shall include, at a minimum, each of the following items for each inmate telephone station: (a) Call Date/Time; (b) Site Identification Number; (c) Station Identifier; (d) Called Number; (e) Destination Zone; (f) Duration in Minutes; and (g) Call Amount.

5.3 Monthly raw Call Detail Records and Billing Files shall be delivered to Customer and/or its Designated Agent no later than the twenty-fifth (25th) day of the month following the month of traffic. Call Detail Records and Billing Files received by Customer from the ITS shall include the following:

5.3.1 The Billing Files shall contain all fields, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The Billing Files shall be accompanied by a complete file map and complete field legend. The billing files shall include, but not limited to, the following fields: (a) Site

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ID; (b) Site Name; (c) Batch ID; (d) Row ID; (e) From ANI; (f) To ANI; (g) Begin Time; (h) End Time; (i) Duration; (j) Call Amount; (k) Product Type; (l) Destination Zone; (m) Originating City; (n) Bill City; (o) Bill State; (p) Calendar Month.

5.3.2 The raw Call Detail Records shall contain all calls (both attempted and completed) that originate from the Facility for each day and each time of the day for the period for which said raw Call Detail Records are requested. The raw Call Detail Records shall contain the unedited data including all fields and all field content. When requested, these records shall be accompanied by a complete file map and complete file legend. The raw Call Detail Records shall include, but not limited to, the following fields: (a) Origination Number; (b) Dialed Number; (c) Facility; (d) Facility Identifier; (e) Call Date; (f) Call Time; (g) Status; (h) Status Code; (i) Trunk if applicable; (j) Duration in Seconds; (k) Call Amount; (l) Destination Zone; (m) Station (n) Completion Status; (o) Inmate ID; (p) Call Type; (q) Validation Result.

5.4 Payments and traffic detail reports that do not contain all of the fields and information identified in **Section 5.2, 5.3.1 and 5.3.2** above and traffic detail reports received by Customer after the due date will be subject to late charges. The due date for all payments and accurate reporting is the twenty-fifth (25th) day of the month following the month of traffic. Late charges for commission payments shall be equal to five percent (5%) per month of the commission due. Late charges for traffic detail reporting shall be a fee of seven hundred and fifty dollars (\$750.00) per month, per report for each report not received by the twenty-fifth (25th) day of the month following the traffic month and a fee of seven hundred and fifty dollars (\$750.00) per month, per report for each report that does not contain the fields and data described in **Sections 5.2, 5.3.1 and 5.3.2** above. If the commission payment is late, traffic detail reporting is late, and the data does not contain the correct fields in any given month, late fees for all three shall apply.

6. INSURANCE

6.1 During the term of this Agreement, ITSP agrees to carry and maintain at its expense a policy of public liability and property damage insurance acceptable to Customer, issued by a casualty company authorized to do business in the state where the Facility is located, in standard form approved by the Board of Insurance commissioners of the state where the Facility is located and with limits not less than those outlined below. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure the public from any loss or damage that may arise to any person or property by reason of services rendered by ITSP.

6.2 ITSP agrees that Customer shall not be responsible for any liability incurred by ITSP or ITSP's employees, agents, or assigns arising out of the performance of this Agreement. ITSP further agrees to indemnify, defend, and hold Customer harmless from any and all causes of action arising from this Agreement.

6.3 With respect to required insurance, **ITSP shall be required to provide Customer with a Certificate of Insurance naming Customer as an additional insured and a waiver of subrogation. Annual renewals for the term of this policy shall be submitted prior to the expiration date of any policy.**

6.4 Provide Customer with a thirty (30) day advance written notice of cancellation or material change to said insurance.

6.5 ITSP shall at its own expense be required to carry the following minimum insurance coverage and shall submit a certificate of insurance reflecting coverage as follows:

6.5.1 Automobile Liability:

| | | |
|-----|-------------------------------|-----------|
| (a) | Bodily Injury (Each person) | \$250,000 |
| (b) | Bodily Injury (Each accident) | \$500,000 |

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|-------|------------------------------------------------------------|-----------------------|
| 6.5.2 | General Liability (Including Contractual Liability) | |
| | (c) Bodily Injury or Death | \$1,000,000/\$500,000 |
| | (d) Property Damage | \$100,000 |

| | | |
|-------|-------------------------|-------------|
| 6.5.3 | Excess Liability | |
| | (e) Umbrella Form | \$1,000,000 |

| | | |
|-------|-----------------------------|-----------|
| 6.5.4 | Workers Compensation | Statutory |
|-------|-----------------------------|-----------|

- 6.6 ITSP shall provide and maintain general liability insurance with policy limits of \$1,000,000 for damages resulting in bodily injury or death of one person in any single accident. For damages resulting in bodily injury or death of more than one person in any single accident - \$500,000. Any single accident resulting in injury to or destruction of property - \$100,000. The insurance required shall be on either an occurrence basis or on a claims made basis.
- 6.7 Customer agrees to provide ITSP with reasonable and timely notice on any claim, demand or cause of action made or brought against Customer arising out of or related to the utilization of equipment or services rendered by ITSP. ITSP shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion. Customer agrees not to compromise or settle any claim or cause without the prior written consent of ITSP.
- 6.8 ITSP agrees to carry and maintain Workers Compensation Insurance with at least statutorily required limits. Proof of Workers Compensation Insurance must be provided to Customer prior to provision of services or installation of the inmate telephone system. The following must be provided by the ITSP and any subcontractor with whom the ITSP enters into a contract to provide services on the project:
- 6.8.1 Provide coverage for its employees providing services on the project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements.
 - 6.8.2 Provide a certificate of coverage showing Workers Compensation Coverage to Customer prior to beginning work on the project.
 - 6.8.3 Provide Customer, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 6.8.4 Obtain from each subcontractor providing services on the project:
 - 6.8.4.1 A certificate of coverage, prior to that subcontractor beginning work on the project, so Customer will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 6.8.4.2 No later than seven days after receipt by the subcontractor, a new certificate of coverage showing extension of coverage if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 6.8.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6.8.6 Notify Customer in writing by certified mail or personal delivery, within ten (10) days after the ITSP knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

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- 6.8.7 Post a notice on each project site informing all persons providing services on the project that they are required to be covered and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by applicable laws, rules or regulations. This notice must be printed with a title in at least thirty (30) point bold type and text in at least nineteen (19) point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the relevant governing state agency on the sample notice, without any additional words or changes: **REQUIRED WORKERS COMPENSATION COVERAGE**. The law requires that each person working on this site or providing services related to this project must be covered by workers compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.

7. **MERGERS/ACQUISITIONS**

If the ITSP shall merge or be acquired by another entity, the following documents must be promptly submitted to Customer:

- 7.1 Corporate resolutions prepared by the ITSP and new entity ratifying acceptance of the original contract, terms, conditions and process.
- 7.2 New ITSP's Federal Identification Number (FEIN).

8. **INDEMNIFICATION**

- 8.1 ITSP shall defend, indemnify, and hold Customer and its affiliates, agents, employees, officers, directors, and successors harmless from loss, cost, expenses, damages or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action or claims brought or threatened hereunder, for (a) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by, ITSP or any of its employees, agents or subcontractors; (b) the operation of ITSP's business or the ITS; (c) any breach by ITSP of its obligations hereunder; or (d) any alleged patent, copyright or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the ITS, except where such claims, demands or liabilities are due to the negligence of Customer, its agents or employees.
- 8.2 ITSP shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Customer, including its agents, employees, and assigns.
- 8.3 ITSP agrees that Customer shall not be responsible for any liability incurred by ITSP or ITSP's agents, employees, or assigns arising out of the performance of this Agreement. ITSP further agrees to indemnify, defend, and hold Customer harmless from causes of action arising out of or relating to the services rendered by ITSP under this Agreement.
- 8.4 Customer agrees to provide ITSP with reasonable and timely notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to the services rendered by ITSP. Any such claims shall be defended by ITSP at its sole cost and expense. Customer reserves the right to be represented by its own counsel at its own expense. Customer agrees not to compromise or settle any claim or cause without the prior written consent of ITSP.
- 8.5 **The provisions of Section 8 – Indemnification, including all subsections, shall survive the expiration or other termination of the Agreement.**

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9. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

9.1 Limitation of Liability

In no event shall either party 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 arising out of or in any way related to any equipment, product, or service provided by ITSP pursuant to this Agreement.

9.2 Warranty; Disclaimer of Warranties

Each party represents and warrants to the other that they shall perform their respective obligations under this Agreement in a professional and workmanlike manner. EXCEPT AS PROVIDED HEREIN, ITSP DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO ANY EQUIPMENT, PRODUCT OR SERVICE PROVIDED BY ITSP PURSUANT TO THIS AGREEMENT.

10. BREACH AND TERMINATION

10.1 In the event either party breaches the Agreement by failing to perform as agreed, the non-breaching party shall give the breaching party written notice of the failure stating what failure has occurred. The breaching party shall have thirty (30) days after the receipt of such notice to remedy the failure. If the breaching party does not remedy the failure in the allowed thirty (30) days, the non-breaching party may terminate this Agreement.

10.2 ITSP is responsible for performing remote diagnostics, monitoring, and maintenance on the ITS. Notwithstanding Section 10.1, in the event that Customer experiences a service or equipment outage, ITSP shall repair any such outage or otherwise restore service within ten (10) days after it receives notice of or detects a service or equipment outage. If, ITSP is unable to make the necessary repairs and/or restore service within this ten (10) day period, Customer may immediately terminate this Agreement upon providing written notice of termination to ITSP.

10.3 The Agreement between Customer and ITSP may be terminated by Customer upon sixty (60) days written notice from Customer to ITSP. The period referred to in **Attachment A, Section 11 – Transition** will begin upon the termination of this Agreement.

11. ASSIGNMENT

ITSP may not assign or transfer this Agreement or the services described herein without the express prior written consent of the Customer which consent will not be unreasonably withheld or unduly delayed. **Upon Customer's written consent, any such purchaser, assignee, successor, or delegate shall thereupon have all of the rights and responsibilities of the ITSP.** Customer may assign any and all of its rights and obligations hereunder without the written consent but upon written notice thereof to the ITSP (1) to any Affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.

12. SUBCONTRACTS

12.1 Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by ITSP and Customer and to ensure that Customer is indemnified, saved and held harmless from and against any and all claims of damage, loss and cost (including attorney fees) of any kind related to a subcontractor in those matters described in this Agreement.

12.2 ITSP expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. ITSP agrees that utilization of a subcontractor to

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provide any of the products/services in the Agreement shall in no way relieve ITSP of the responsibility for providing the products/services as described and set forth herein. ITSP shall identify any subcontractors used to provide services under this Agreement.

13. FORCE MAJEURE

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusual weather conditions.

14. NOTICE

Any notice required by this Agreement shall be given in writing and delivered in person, by courier or by registered or certified mail addressed to the party's address listed below. Notice shall be presumed to have been received five (5) days after it is deposited in a U.S. Postal Service depository.

Corrections Corporation of America at:
10 Burton Hills Blvd.
Nashville, Tennessee 37215
Attn: Gus Puryear, General Counsel

Corrections Communications, Inc. at:
229 McKenzie Avenue
Panama City, Florida 32401
Attn: Paul Nix, President

15. INVENTIONS, PATENTS, COPYRIGHTS, SOFTWARE LICENSE; OWNERSHIP AND USE

15.1 The ITSP shall report to Customer promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the Agreement of which the ITSP has knowledge.

15.2 Customer agrees that the ITSP has the right to defend or at its option to settle, and the ITSP agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the Customer on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the ITSP to Customer under this Agreement. The ITSP agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against Customer on such issue in any suit or proceeding defended by the ITSP. Customer agrees that the ITSP at its sole option shall be relieved of the foregoing obligations unless Customer notifies the ITSP promptly in writing of any such claim, suit, or proceeding, and at the ITSP's expense, gives the ITSP proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the ITSP to Customer becomes, or in the opinion of the ITSP may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the ITSP may, at its option and its expense: (1) procure for Customer the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the Customer, or (3) suitably modify such product or part to render them non-infringing while retaining like capability, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the Customer. In the event ITSP is unable to perform any of the above, Customer may terminate this Agreement upon prior written notice to ITSP. The ITSP shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the Customer by the ITSP, or (2) the modification of such product or part unless such modification was made by the ITSP, or (3) the use of such product or part in manner for which it was not designed.

15.3 The ITSP shall not be liable for any cost, expense, or compromise, incurred or made by Customer in conjunction with any issue of infringement without the ITSP's prior written authorization. The foregoing

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defines the entire warranty by the ITSP and the exclusive remedy of Customer with respect to any alleged patent infringement by such product or part.

- 15.4 ITSP grants Customer a personal, non-exclusive, non-transferable license to access and use the computer software products and materials in the ITS ("Software"). The Software includes any upgrades, modifications, updates and additions to existing features that the ITSP implements in its sole discretion and in accordance with **Attachment A, Section 13**. ITSP shall ensure that Customer has the most updated versions of the ITS. Customer's rights to use any third party software product that ITSP provides shall be limited by the terms of the underlying license that ITSP obtained for such product. The Software is to be used solely for Customer's internal business purposes in connection with the ITS at the Facility.
- 15.5 The inmate call recordings, call detail records, data, documentation, reports, and information contained in the ITS are the sole and exclusive property of Customer. The ITS, Software and the applications shall at all times remain ITSP's sole and exclusive property unless prohibited by law. During the term of this Agreement, ITSP shall provide Customer access to all call recordings through a workstation provided by ITSP and as specified in **Attachment A Section 8. Monitoring and Recording Requirements**. ITSP shall also provide Customer with the same method to access all call recordings after the termination of this Agreement unless otherwise specified by Customer. Customer grants ITSP a perpetual limited license to compile, store, and access recordings or inmate calls for purposes of (i) complying with the requests of officials at a 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 with their attorneys or to recordings protected from disclosure by other applicable privileges.

16. ITSP STATUS

- 16.1 ITSP represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Customer. Therefore, ITSP shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold Customer, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. Nothing in the Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing Customer to exercise control or direction over the manner or method by which ITSP or its subcontractors perform hereunder.
- 16.2 ITSP has the power to enter into the transaction contemplated by this Agreement and to carry out its obligations hereunder, and is duly authorized or licensed and in good standing as a corporation to do business in the state of Tennessee.
- 16.3 ITSP certifies that neither it or its officers have not been found guilty in a judicial or state administrative agency proceeding of unfair business practices within the year preceding the effective date of this Agreement. ITSP further certifies that no officer of ITSP has served, within the past year, as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practices. ITSP agrees that if the above certifications are false, then at the option of Customer, this Agreement is subject to termination, such false certifications being a material breach of this Agreement.

17. AUDIT RIGHTS/COMMISSION DISCREPANCIES

- 17.1 Customer, or its Designated Agent, shall have the right from the Effective Date of the Agreement, and for a period of two (2) years after the termination date of the Agreement, to fully audit or examine any and all ITSP information pertaining to this Agreement or any agreement that was in effect between Customer and ITSP during the three (3) year period prior to execution of this Agreement, upon ten (10) business days' written notice.

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- 17.2 ITSP shall maintain accurate, complete and auditable records fully reflecting the Gross Revenues from which commissions can be determined, including all call detail, EMI billing records, pre-paid card sales, and commissioning reports during the term of the Agreement and for no less than two (2) years after the term of the Agreement covered thereby in accordance with generally accepted accounting principles. Failure by ITSP to comply with this full audit rights provision will be grounds for termination of the Agreement at Customer's sole discretion.
- 17.3 Customer may also employ in its sole discretion and at its cost any agent or subcontractor of its choosing in the performance of such audits. If an audit reveals a shortage of more than three percent (3%) of a year's commission or other monies due, then the ITSP shall pay Customer's reasonable cost of the audit and interest on any monies due Customer at the rate of one and one-half percent (1.5%) per month within thirty (30) days after receipt of written notice for the same.
- 17.4 Commission discrepancies shall be promptly resolved by the parties as follows. A party suspecting or discovering a Commission discrepancy must give the other party written notice of the discrepancy, providing sufficient detail for the other party to investigate and familiarize itself with the facts and circumstances. Within ten (10) calendar days of the notice, the parties will meet in person or by teleconference to attempt, in good faith, to resolve and agree on an amount due, if any. These negotiations shall be completed within twenty (20) calendar days. If negotiations are not completed within the twenty (20) calendar days, Customer shall invoice ITSP for the amount Customer identified as due. Payment of any Commission discrepancies is due within thirty (30) days of (1) the parties agreeing on the amount of the discrepancy, or (2) ITSP's receipt of Customer's invoice at the end of the twenty (20) day negotiation period, whichever is sooner. Commission discrepancies not paid within these thirty (30) days are subject to late charges of 5% per month and/or termination of the Agreement at the sole discretion of Customer. Overpayments are not subject to late charges.

18. MISCELLANEOUS TERMS

18.1 Interpretation

This Agreement shall be interpreted under, and governed by, the Laws of the State of Tennessee. The parties hereto agree that any action relating to this Agreement shall be instituted in the Courts of Davidson County, Tennessee.

18.2 Severability

If any part of this Agreement is contrary to any Federal, State or Local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid provision or applications. To that end, the provisions of this Agreement are declared to be severable. If any provision hereof is held invalid by a Court of competent jurisdiction that provision shall be automatically deleted and all remaining provisions shall remain in full force and effect.

18.3 Entirety, Waiver, and Modification

This Agreement, together with any Attachment(s) or Exhibits(s), represents the entire understanding between Customer and ITSP (collectively "Parties") with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. Only a written instrument executed by the Party waiving compliance may waive or modify the terms of this Agreement. The failure of either Party at any time to require performance of any provision hereof shall in no manner affect the right at a later date to enforce the same. No waiver by either Party of any term of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of such term or of any other term of this Agreement.

18.4 Confidentiality

18.4.1 The Parties hereto shall keep confidential any and all information which either Party states to be

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confidential or proprietary and so advises the other Party or labels the information as such ("Confidential Information"). Such information shall remain the property of the Party owning such information and, when in tangible form shall be returned to the respective party or otherwise disposed of as directed by the appropriate Party. Any violation of this provision by either Party shall be actionable. However, notwithstanding the foregoing, neither Party shall be under any obligation to maintain in confidence any portion of the information it has received which (i) is now, or which becomes hereafter through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is already known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) is hereafter furnished to the receiving Party by a source other than the owner, provided such source is not known by the receiving Party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (iv) has been independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (v) is required to be disclosed by order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure and such disclosure to a government entity pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either Party.

- 18.4.2 Each Party shall: (i) follow reasonable procedures to protect and maintain the confidentiality of the Confidential Information; (ii) not disclose, or allow to be disclosed, the Confidential Information to any party other than to its employees, contractors, officers, or directors who have a need to know in order to perform the services contemplated under this Agreement, and are under the same binding obligation of confidentiality provided herein with respect to any such information; (iii) not use the Confidential Information for any purpose other than to perform under this Agreement; and, (iv) treat all Confidential Information of the other Party with the same degree of care to avoid disclosure to third parties as it uses with respect to the recipient Party's own Confidential Information, but not less than a reasonable degree of care.

18.5 Dispute Resolution

18.5.1 Resolution by Executives

All disputes will first be submitted for resolution to a top executive of each Party. Each such executive shall have authority to bind the Party in all matters in connection herewith. Within thirty (30) days of such submission, the executives will meet to resolve the dispute and may decide to hear additional arguments that a party may wish to make in connection therewith. If the executives reach agreement on the disposition of the dispute, they will promptly issue their joint written decision resolving the dispute. Any dispute dealt with in this manner will be considered conclusively resolved and may not be the subject of any arbitration or litigation between the Parties. Any dispute that cannot be promptly decided in this manner by the executives may be taken by the aggrieved party to arbitration as described below.

18.5.2 Arbitration

Any dispute or claim arising out of or relating to this Agreement not resolved as described in subparagraph (18.5.1.) will be settled by one (1) arbitrator. The arbitrator will be independent and knowledgeable with respect to contracts of this kind. If practicable, the arbitrator will be agreed upon by the Parties, or will be appointed by agreement of the Parties from a list of no more than three (3) persons, but if the Parties are unable to agree on an arbitrator within ten (10) days from the date on which either Party requests the appointment of an arbitrator, either Party may request the American Arbitration Association to appoint such person as soon as practicable. The arbitration will take place in a location that is mutually agreeable by both Parties. Each of the Parties will cooperate with the arbitrator and will provide the arbitrator with all information in their possession or under their control necessary or relevant to the matter being determined. The Parties will use their reasonable efforts to cause any arbitration hearing that may be held hereunder to be completed as soon as practicable. The

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arbitrator will be required to make his award as soon as practicable after the conclusion of the arbitration hearing. The award will be in writing, including the grounds on which the arbitrator based the award. Judgment upon an award, including any interim award, rendered by the arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator may determine all questions of law and jurisdiction including questions as to whether the dispute is arbitratable, and has the right to grant permanent and interim damages or injunctive relief, and will have the discretion to award costs including reasonable legal fees, interest and costs of the arbitration.

19. EQUAL OPPORTUNITY

- 19.1 ITSP agrees to comply with all applicable federal, state and local laws, including the Civil Rights Acts as amended.
- 19.2 The Equal Opportunity clause in Subpart B Contractor's Agreement Section 202 Paragraphs One through Seven of Executive Order 11246, as amended, relative to Equal Employment Opportunity and the implementing Rules and Regulations of the Office of the Federal Contract Compliance are incorporated herein by specific reference.
- 19.3 The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity of the handicapped, is incorporated herein by specific reference.
- 19.4 The Affirmative Action Clause in 38 U.S.C. Section 4212 of the Vietnam Veteran's Readjustment Assistance Act of 1974, relative to Equal Opportunity for the special disabled veteran and veterans of the Vietnam Era, is incorporated herein by specific reference.

In Witness Whereof, the Parties have set their hands as on the day and year written below, acting through their authorized representatives.

CORRECTIONS CORPORATION OF AMERICA:

Lou Marasco
Authorized Signature

Lou MARASCO
Typed or Printed Name

MANAGING DIRECTOR, PURCHASING
Title

4/1/09
Date

CORRECTIONS COMMUNICATIONS, INC.:

James H. White, Jr.
Authorized Signature

James H. White, Sr
Typed or Printed Name

Sec / treas.
Title

4/17/09
Date

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ATTACHMENT A

ITSP RESPONSIBILITIES & INMATE TELEPHONE SYSTEM FEATURES AND FUNCTIONALITIES

1. General Requirements

The ITSP shall furnish, install and maintain telephones for use by inmates at the Facility operated by Customer. The ITSP shall provide all telephone services to the inmates utilizing ITSP's ITS in accordance with those requirements and provisions set forth in this section.

- 1.1 ITSP shall notify Customer within thirty (30) days of the introduction into the market of any new software feature upgrades related to the inmate calling platform and associated features that are currently installed at the Facility or are later installed at the Facility pursuant to this Agreement. ITSP shall upgrade the ITS with the new software feature versions at no cost to Customer.
- 1.2 ITSP shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, state, county, or municipal government at no cost to Customer. The ITSP shall be authorized by the appropriate governing body and/or regulatory agency to be an Inmate Telephone Service Provider.
- 1.3 ITSP shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, and CCA to its employees and all subcontractors to ensure Customer maintains a drug free workplace. Customer reserves the right to review drug testing of ITSP's personnel involved. Customer may require, at ITSP's expense, drug testing of ITSP's personnel if no drug testing records exist or if such test results are older than six (6) months.
- 1.4 ITSP shall provide all services in compliance with Customer's facility management contract.

2. Security

All ITSP employees shall obtain, at ITSP's cost, the appropriate personnel background security clearances prior to arrival at the Facility. All ITSP employees will comply with Customer's policies and procedures. Entry to the Facility is subject to the approval of the Customer's onsite Facility Warden.

3. Single Point of Contact

ITSP shall appoint an Account Executive ("AE") who will act as a single point of contact for all inmate telephone-related activities, inquiries, service requests and issues. ITSP shall provide a toll-free telephone number for inmate telephone service issues. ITSP shall also provide a fax number and an Internet email address.

4. Ongoing Installations

- 4.1 For each installation, the ITSP shall submit an implementation plan that shall include an installation schedule. Any initial installation must be completed within forty-five (45) days of the date Customer awards the Facility to the ITSP. This implementation plan will become a part of the Agreement and must be followed.
- 4.2 The ITSP agrees to obtain Customer's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.
- 4.3 The ITSP agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.

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- 4.4 The ITSP shall provide a signed statement indicating that all circuits have been tested, and that all cables, pairs, blocks, frames, and terminals are legibly marked after completion of each installation.
- 4.5 Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the Facility are at the risk of ITSP. No exposed wiring will be permitted. Ownership of any wiring or conduit installed under this Agreement by ITSP becomes Customer's property upon termination and/or expiration of the Agreement.
- 4.6 The ITSP agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must meet all applicable Electronics Industries Association EIA/TIA-568 Commercial Building Telecommunications Wiring Standard.
- 4.7 ~~Customer, at its sole discretion, may choose to install the conduit and wiring for the ITS during the construction and/or expansion of a Facility.~~ The ITSP agrees that it shall reimburse Customer for the costs associated with the wiring installation including all parts and labor; ITSP shall remit payment of the detailed invoice within thirty (30) days of its receipt. The wiring costs shall not exceed sixty thousand dollars (\$60,000.00) per Facility or expansion project. It is recognized between Customer and ITSP that if Customer completes the wiring and related work, in no event whatsoever shall ITSP be liable for faulty wiring, incorrect wiring, or repairs needed to any such wiring and related work unless caused by ITSP.
- 4.8 Throughout the term of this Agreement, Customer may from time to time require additional telephones and monitoring and recording equipment for existing Facilities and may require additional telephones and monitoring and recording equipment for expansions to existing and newly constructed Facilities. ITSP shall install additional telephones and monitoring and recording equipment as needed at the existing Facility, expansions to existing Facility and a newly constructed Facility at no additional cost to Customer. This shall be done throughout the Agreement term and all subsequent renewal terms. Failure by ITSP to install the requested number of additional telephones in any existing Facility, expansion project or new Facility by the due date shall result in a fine to be paid by the ITSP to Customer of one thousand dollars (\$1,000.00) per day until all of the telephones are installed and operational.
- 4.9 The ITSP shall provide and install adequate surge and lightning protection equipment on all lines used for the ITS.
- 4.10 Installation of all telephones and related equipment shall be accomplished during normal business hours at each Facility or as directed by Facility's Warden.
- 4.11 The ITSP shall clean up and remove all debris and packaging material resulting from any work performed at the Facility.
- 4.12 The ITSP shall restore, to original condition, any damage to Customer's property caused by maintenance or installation personnel associated with ITSP, including repairs to walls, ceilings, etc.
- 4.13 The ITSP agrees to install, repair and maintain all ITSP provided equipment and lines at no cost to Customer. All ITSP provided equipment, installation, maintenance and repair costs as well as all costs or losses due to vandalism shall be the total responsibility of ITSP.
- 4.14 Upon completion of the initial installation and ongoing installations, ITSP must provide Customer with a list of telephone numbers, serial numbers, and locations of each unit.
- 4.15 ITSP shall provide inmate telephone pedestals, approved by Customer, for the inmate telephones installed at any newly constructed Facility and/or any expansions to the Facility identified on **Attachment B**. The inmate telephone pedestals shall be of high quality and have the durability necessary to withstand the activities of a correctional environment. Customer, at its sole discretion, may choose to purchase and install different

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pedestals than the one proposed by ITSP. Should Customer choose to use a different pedestal other than the one proposed by ITSP, ITSP shall be required to reimburse Customer up to four hundred dollars (\$400.00) for each pedestal used. Customer shall provide ITSP with a detailed invoice for the pedestal reimbursement costs. ITSP shall remit payment of said detailed invoice within thirty (30) days of its receipt. It is recognized between Customer and ITSP that if Customer purchases and installs the pedestals in no event whatsoever shall ITSP be liable for faulty pedestal, faulty installation, or repairs needed to any such pedestal unless caused by ITSP.

5. Station Equipment Specifications

The ITS shall ensure that all operational features and system requirements provided must be applicable to all calls placed through the ITS, including local, long distance and international calling.

- 5.1 Each call, having been identified as being placed through ITSP's ITS, shall be delivered to the called party as either a collect call, a debit call – if the debit application is in effect and chosen as the means to place the call, or a pre-paid call.
- 5.2 Telephone station equipment shall be powered by a telephone line or equivalent and require no additional power source. A power source will be available at the demarcation location.
- 5.3 The ITS shall comply with all Federal Communication and/or Utility Commissions regulations. The ITS and telephone stations shall be non-coin, sturdy enough to withstand vandalism and severe use, and be steel armored, durable equipment which can withstand tampering and is suitable for a detention environment. The equipment must contain no removable parts.
- 5.4 ITSP shall provide a sufficient number of telephone lines to the ITS to prevent inmates from receiving busy signals more than 0.5% of the time.
- 5.5 ITSP shall provide telephone reception quality at least equal to the toll quality offered to the general public and shall meet telecommunication industry standards for service quality. A minimum of twenty (20%) percent of the telephone sets must be of the "amplified" or volume controlled sort. ITSP shall accept Customer's decision regarding whether the reception quality meets industry quality standards.
- 5.6 A call acceptance by the called party shall be accomplished for all collect, debit, and pre-paid calls through caller confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. The ITS shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, pagers, operator intercepts, quick disconnects, chain dialing, no voice from called party, etc.
- 5.7 The ITS shall monitor the switch hook of the inmate telephones and if the switch hook is depressed at any time, the call will be disconnected or an internal dial tone should be activated to prevent fraud. ITSP must assume all responsibility for fraud.
- 5.8 During the call set up process, the ITS shall provide a pre-recorded announcement identifying that the call is coming from a specific inmate at the Facility. All collect calls must be clearly identified as a collect call to the called party. This recording must be heard by the called party and be free of any toll charges. The announcement shall also include: "This call may be monitored and recorded."
- 5.9 The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language utilizing a simple code. The called party must also be able to select the preferred language for call prompts. Written dialing instructions in both English and Spanish must be permanently and prominently displayed on each inmate telephone.

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- 5.10 ITSP shall subscribe to the Local Exchange Carrier (LEC) Line Information Screening Data Base (LIDB). ITSP shall query this database for each inmate call and process only those calls which do not have Billed Number Screening (BNS). ITSP must assume all responsibilities for the cost and the accuracy of validation.
- 5.11 The ITS shall provide a prompt back to the inmate which specifically details why a call was not completed.
- 5.12 The ITS shall have the capability to provide free calling to selected telephone numbers as determined by Customer.
- 5.13 The ITS shall have the capability to program a specific speed dial code to selected numbers as determined by Customer.
- 5.14 ~~The ITS shall have the capability to ensure that calls to rotary telephones are completed accurately and positive acceptance is applied to the call.~~
- 5.15 The ITS or Customer Portal shall, upon request by Customer, provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring and billing purposes:
- 5.15.1 Monitoring reports that can be provided or sorted by any or all of the following criteria:
- 5.15.1.1 Daily statistical reports;
 - 5.15.1.2 Facility name;
 - 5.15.1.3 Originating number;
 - 5.15.1.4 Terminating number;
 - 5.15.1.5 Date of call;
 - 5.15.1.6 Time of day;
 - 5.15.1.7 Length of call and;
 - 5.15.1.8 Type of call;
 - 5.15.1.9 Call termination;
 - 5.15.1.10 Call status
 - 5.15.1.11 PIN number (associated with Inmate's name);
 - 5.15.1.12 Type of inmate (PIN use required);
 - 5.15.1.13 Frequently called numbers (for all numbers called more than 5 times in one day); and
 - 5.15.1.14 Common numbers called (for all numbers called by more than one inmate).
- 5.15.2 Billing reports that can be provided or sorted by any or all of the following criteria:
- 5.15.2.1 Call detail report;
 - 5.15.2.2 Amount charged per call;
 - 5.15.2.3 Gross revenue;
 - 5.15.2.4 Daily statistics;
 - 5.15.2.5 Monthly statistics;
 - 5.15.2.6 Called party/number accepting report;
 - 5.15.2.7 Fraud/velocity report;
 - 5.15.2.8 Separate Facility totals and statistics;
 - 5.15.2.9 All Facility totals and statistics;
 - 5.15.2.10 Total calls;
 - 5.15.2.11 Calls by date;
 - 5.15.2.12 Time of day and;
 - 5.15.2.13 Length of a call

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- 5.16 The ITS shall also provide the ability to customize reports in a form mutually agreed upon by Customer and its Designated Agent and ITSP.
- 5.17 The call detail records shall be stored in a minimum of three (3) locations to avoid any possibility of call detail records being lost.
- 5.18 The ITS shall store all call detail records, including all attempts and completed calls at the Facility for a minimum period of one (1) year. Customer shall have access to all call detail records from the workstation. The workstation shall provide the capability to copy the Call Detail Records onto a Compact Disc (CD).
- 5.19 The ITSP shall have the ability to perform remote diagnostics to the ITS to determine if a problem is with the telephone unit or with the telephone line.
- 5.20 The ITS shall be TCP/IP compatible and allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.
- 5.21 ITSP shall provide accommodations necessary to comply with the Americans with Disabilities Act (ADA) requirements, including but not limited to, providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with Telephone Devices for the Deaf (TDD). A minimum of one (1) TDD telephone will be installed at no cost to Customer. At the request of the Facility, ITSP shall provide up to three (3) TDD telephones at the Facility. TDD telephones shall be in operation at the Facility identified on **Attachment B** and shall be compatible with the ITS.
- 5.22 The ITS must offer the called party an option to receive a rate quote during the call set-up process.
- 5.23 Pro bono calls for inmates to Consulates of all countries are required for ICE detainees and shall be provided at no cost to Customer.
- 5.24 ITSP shall have the capability to establish an "informant line". Calls to the "informant line" shall be free and shall be routed to a destination designated by Customer. If so requested by Customer, the destination for the "informant line" may be an automated voicemail box.

6. Security Features

- 6.1 The ITS shall prohibit direct-dialed calls of any type.
- 6.2 The ITS shall prohibit access to 411 information services.
- 6.3 The ITS shall prohibit access to 800 and 900 type services.
- 6.4 The ITS shall prohibit access to multiple long distance carriers via 950, 800, and 10 10-XXX numbers.
- 6.5 The ITS must be able to shut down quickly and selectively. Customer must be able to shut down the ITS by cut-off switches at several locations including, but not limited to:
- 6.5.1 At demarcation location – total Facility telephones;
 - 6.5.2 By central control center – select telephones, and;
 - 6.5.3 By select housing units – control center.
- 6.6 The ITS shall be able to take an individual station out of service without affecting other stations or units.

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- 6.7 The ITS shall prevent any inmate telephone from receiving any incoming calls. The ITSP agrees that no inmate telephone shall be capable of receiving an incoming call and ITSP shall work with the LECs to ensure such control.
- 6.8 The ITS, upon detection of a three-way call (call forwarding and conference calls, etc.), shall have the capability to terminate the call immediately.
- 6.9 The ITS shall have the capability of answer detection.
- 6.10 The ITS shall have a fraud prevention feature. This feature will randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call. The inmate must not be able to interfere with these announcements.
- 6.11 The ITS shall be capable of denying certain telephone numbers from inmate dialing.
- 6.12 The inmate's call shall be muted until the called party has positively accepted the collect, debit or pre-paid call.
- 6.13 The ITS shall be capable of limiting the length of a call, providing the dial tone at certain times of the day and allowing a maximum number of minutes per inmate, per month.
- 6.14 In all circumstances, the ITS shall limit the inmate to a single call request. The ITS shall always require the inmate to disconnect and initiate another call.
- 6.15 The ITS shall have the capability to detect and terminate Remote Call Forwarding calls.

7. Personal Identification Number (PIN) Application

The PIN application shall work with the ITS using all of the features described herein.

- 7.1 The ITS shall have the capability to provide collect, debit, and pre-paid station-to-station calling utilizing a PIN.
- 7.2 The ITS shall provide Allow Lists associated with each PIN. These Allow Lists shall store a set quantity of allowed telephone numbers for each inmate.
- 7.3 The ITS shall be capable, upon request by Customer, to provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring purposes:
- 7.3.1 Authorized Call Lists by PIN or identifying number
 - 7.3.2 Calls by PIN or other identifying number
- 7.4 The ITS shall have the capability to generate PINs for inmates through the inmate telephones using the inmate number, Book IN number, random number generated by the ITS, or some number unique to the inmate.
- 7.5 Customer, at its sole option, may require the ITS to interface with its inmate management system to allow for automated inmate PINs to be systematically entered into the ITS. Should such interface occur, Customer shall not be responsible for manually entering PINs into the ITS when new inmates arrive at the Facility.

Customer, at its sole option, may make information from its inmate management system available to the ITSP through a format or method created by Customer. ITSP agrees to receive information from the inmate management system in a format delivered by Customer. ITSP agrees the inmate information from the

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Customer's inmate management system will be available in the ITS within twenty-four (24) hours of the ITSP's receipt of said inmate information from the Customer.

ITSP shall be responsible for all of its own costs for information technology work that must be performed to accomplish the interface or transfer of information from the Customer's inmate management system to the ITS.

- 7.6 The PINs shall be stored in a database that is accessible to designated users, depending upon the user's password level and authorization.
- 7.7 The ITS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.

8. Monitoring and Recording Requirements

- 8.1 The ITS shall be capable of permitting full monitoring and recording of all calls from any telephone within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The ITS shall have the capability to exclude those calls.
- 8.2 The ITS shall be capable of comprehensively recording all calls. At a minimum, the Facility shall have the capability of playing back a recorded call. All call recordings shall be stored online for a minimum period of ninety (90) days and shall be stored offline indefinitely. The ITSP will be responsible for supplying all backup tapes/disks for the storage of call recordings at no cost to Customer throughout the life of the Agreement and any renewal terms. Should any call recordings be designated with ITSP's Call Locking technology, those call recordings shall remain online and available at each workstation until the Customer unlocks the call recordings.
- 8.3 The monitoring and recording of calls shall be selectively programmable by one or all of the following:
- 8.3.1 Housing Unit;
 - 8.3.2 Start and Stop Time and Date of Call;
 - 8.3.3 Called Number and;
 - 8.3.4 PIN.
- 8.4 The ITS shall be capable of showing real-time call activity on a workstation. This activity shall be detailed by date of call, start time of call, stop time of call, originating telephone station number and called number.
- 8.5 The ITS shall allow the manual set up of the monitoring and recording connection on an as needed basis on the workstation provided by ITSP and located at the Facility. The ITS shall have the capability to select a particular telephone number for recording or monitoring while a call is in progress.
- 8.6 The ITS shall have the capability of automatically calling and alerting investigators and offering live monitoring of calls by tagging specific dialed numbers or PINs. Monitoring shall not be detectable by the inmate or the called party and the ITS should be able to allow multiple end-points to monitor ongoing conversations.
- 8.7 The ITS shall provide simultaneous playback of recorded calls and continuous recording of live conversations. It is mandatory that the playback of any selected channel must be accomplished while continuing to record all input channels.
- 8.8 The ITS shall provide continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced

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diagnostics and program control shall be accessible via modem by service center personnel and shall provide failure reports, service history and other diagnostics.

- 8.9 The ITS shall provide the capability to copy the conversations onto a compact disc (CD) or other storage media in audio or MP3/data format. The storage device shall be provided by ITSP and located with the recording equipment in the area designated by Customer. The storage device shall produce transfer recordings with virtually no loss in quality and shall be capable of placing an audio time and date stamp within the recording. The storage device shall have a monitor amplifier and speaker so that Customer may confirm accurate transfers of the recorded information.
- 8.10 Time and date entries for each recorded conversation shall be displayed on a per channel basis. The ITS shall display all conversations in chronological order to facilitate research and playback.
- 8.11 ITSP shall provide Customer with one (1) workstation for the Facility identified on **Attachment B**, working real-time with the ITS, for such monitoring, recording, and reporting. Each workstation shall include a CD burner and printer. At the request of Customer, ITSP shall provide remote access to the Customer and/or its Designated Agent, to the ITS at no cost to Customer. The provision of remote access shall allow Customer and/or its Designated Agent, the same features and functionalities, permitted by the user's level of access, available on the workstations supplied by ITSP under the Agreement.
- 8.12 **ITSP shall provide a mechanism and/or router, at no cost to Customer, so each workstation provided by the ITSP and/or a Customer desktop user can connect to the ITSP platform to perform daily activities such as debit entries, monitor live calls, listen to recorded calls, etc. without leaving the Facility's Local Area Network (LAN).** Once ITSP's equipment is installed, ITSP shall provide access, at no cost to Customer, to the ITSP platform for each workstation and Customer desktop user to perform daily activities such as debit entries, monitor live calls, listen to recorded calls, etc. through the ITSP's telecommunication connection to the Facility. ITSP shall provide Customer with a Customer approved firewall to secure the connectivity between the networks. The firewall will be setup and managed by Customer.
- 8.13 ITSP shall provide an uninterrupted power supply source to ensure there is no loss of recordings or real-time call data in the event of a power failure.

9. Pre-Paid or Debit Application

Customer may or may not elect to implement a pre-paid and/or debit application at the Facility. If Customer chooses to implement such application, the application shall include, but not be limited to, the following:

- 9.1 The pre-paid and/or debit application shall work with the ITS provided.
- 9.2 The pre-paid and/or debit application shall have the capability to interface with the Facility's current Commissary System for ease of transfer of money from the commissary account to the inmate ITS account.
- 9.3 The pre-paid and/or debit application shall allow for prepayment to a specific inmate's account by an inmate or a member of inmate's allowed calling list.
- 9.4 The ITS shall provide the inmate with the balance of their debit and/or pre-paid account at the time of the call.
- 9.5 The pre-paid and/or debit application shall allow international calls.
- 9.6 The pre-paid and/or debit application shall have the capability to terminate a debit account and refund income to the inmate or participant on the inmate's allowed calling list at no additional cost.

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9.7 The pre-paid and/or debit calling rates may be lower than the collect calling rates (see **Attachment B** for calling rates).

10. Training

10.1 ITSP shall provide training to Customer's staff at the location where the equipment is installed. Additional training shall be provided to new staff assigned during the Agreement period at no cost to Customer. Training manuals shall be provided to Customer's staff at all training programs and will become the property of Customer.

10.2 Informational pamphlets shall be available for inmates relative to the applicable features and functionalities of the ITS, when requested by Customer.

11. Transition

11.1 ITSP shall work with Customer, its Designated Agent, and the new ITSP to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by Customer.

11.2 Upon expiration, termination, or cancellation of the Agreement, ITSP shall cooperate in an orderly transfer of responsibility and/or the continuity of the services required under the terms of the Agreement to an organization designated by Customer. ITSP shall provide and/or perform any or all of the following responsibilities:

11.2.1 ITSP acknowledges that the inmate call recordings, call detail records, documentation, reports, data, etc. contained in the ITS are the property of Customer. ITSP further agrees that the workstation(s) shall become the property of Customer upon expiration, cancellation, or termination of this Agreement so that Customer will have access to all call records, documentation reports, data, etc. that are contained in the ITS. Upon the removal of all ITS equipment, ITSP shall work with Customer to ensure the workstation(s) connectivity to the call detail records and call recordings are fully accessible and operational.

11.2.2 ITSP shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by Customer. ITSP agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date. Commissions shall be due and payable by ITSP to Customer at the compensation rate provided in the Agreement until collect, debit and/or pre-paid calls are no longer handled by ITSP.

11.2.3 All ITS inside wiring shall become the property of Customer at the conclusion of the Agreement. ITSP agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow reuse of the wire distribution.

12. Maintenance

12.1 ITSP shall provide the necessary labor, parts, materials, and transportation to maintain all telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Agreement. No charge shall be made to Customer for maintenance of the ITS.

12.2 The ITSP shall maintain all cable related to the ITS, whether reused or newly installed.

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- 12.3 ITSP shall respond to repair requests from Customer or its Designated Agent by arriving at the site promptly after reasonable notice has been given twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.
- 12.4 Repairs or replacements shall be started by a qualified technician within four (4) hours following notification of a service request or ITS failure. ITSP must exhibit to Customer a best-effort approach to completion of the repairs or replacement during the first twenty-four (24) hours following notification of a problem. Customer shall be notified of progress and/or delays in progress until there is resolution of the problem. A complete list of contractors/subcontractors, managers, administrators, technicians, etc. must be provided to Customer. This includes a complete list of business, cellular and pager numbers. ITSP's management home and emergency telephone numbers must also be furnished.
- 12.5 ~~ITSP shall schedule a recurring monthly preventative maintenance visit at the Facility identified on Attachment B to ensure the ITS equipment is in proper working order and to proactively address potential equipment repairs. During the monthly preventative maintenance visit, ITSP shall physically check each phone at the facility to ensure its proper working condition. Any phones in need of repair will be repaired, if possible, during the visit.~~
- 12.6 Customer may cancel the Agreement with ITSP if ITSP has not cured a service problem within ten (10) days of the ITSP receiving notice of the problem from Customer or its Designated Agent.
- 12.7 Either party shall report to the other party, any misuse, destruction, damage, vandalism, liability, etc. to the ITS. ITSP shall assume responsibility to repair for any and all such damages. In addition, ITSP shall ensure that all inmate telephones are operable and maintained at an acceptable level.
- 12.8 All issues surrounding the ITS service shall be reported by ITSP to Customer or its Designated Agent promptly.

13. Performance Process

The ITSP shall adhere to the following Performance Process when upgrading the ITS software and equipment, or performing any changes to the ITS at Customer's Facility. Any deviation from this process shall result in a fine or penalty to ITSP. Such fine or penalty will be equal to no less than five hundred dollars (\$500.00) per occurrence or equal to any fine imposed by the agency supplying the inmates, whichever is greater. The fine or penalty shall be due and payable by ITSP upon receipt of written notification from Customer of the total amount due.

- 13.1 ITSP shall provide Customer's corporate office, or its designated agent, thirty (30) days written notice of a change or upgrade to the ITS at the Facility.
- 13.2 ITSP shall perform extensive testing on all system changes or upgrades prior to discussing with Customer. At a minimum the extensive testing shall include:
 - 13.2.1 Extensive testing on a system identical to the existing system at the Facility.
 - 13.2.2 Analog, Data, and Circuit testing.
 - 13.2.3 International call testing.
- 13.3 ITSP shall provide written detailed information about the change and/or upgrade, specifically identifying additional features and functionalities said changes shall provide the Facility.
- 13.4 ITSP shall receive written notification from Customer's corporate office, or its designated agent, before scheduling or proceeding with any changes to the ITS at the Facility.

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- 13.5 Upon receiving Customer's approval, ITSP shall also provide the Facility with written instructions for the inmates of changes to any voicemail prompts or calling procedures. Such instructions shall be provided in English and Spanish and posted throughout the Facility.
- 13.6 Once ITSP has received approval from the Customer's corporate office, or its designated agent, to make changes to the ITS, ITSP shall notify the appropriate personnel at the Facility of the changes that have been approved by Customer's corporate office. Appropriate personnel shall include, but not be limited to, Business Managers, Telephone Personnel and Customer's corporate office contacts.
- 13.7 ITSP shall coordinate a convenient time and day with the Facility to implement the changes or upgrades to the ITS. ITSP shall work with the Facility to schedule the changes or upgrades during a time when the telephones are not being used regularly by the inmates to avoid disruption. Customer recommends ITSP schedule said changes during the night if at all possible.
- 13.8 ITSP shall coordinate a technician to be on site the day of implementation to place test calls and ensure the ITS is functioning correctly.
- 13.9 All changes or upgrades shall be made by ITSP at no cost to Customer.
- 13.10 ITSP shall provide 24/7/365 customer service support through a customer support center.

14. Kiosks

- 14.1 Customer, at its sole option, may require ITSP to provide a payment solution such as a touch screen Kiosk at Customer's Facility at no cost to Customer. Customer, at its sole option, may require the Kiosk to provide services including, but not limited to, deposits into Inmate Commissary Accounts and/or third party payments and deposits for Direct Billed Accounts for inmate telephone calls, as well as interface with Customer's inmate management system.
- 14.2 ITSP shall work with Customer to determine the amount of all costs and surcharges applicable for end users utilizing such Kiosks, and shall share in the revenues generated from the Kiosks in the form of a commission percentage mutually agreed upon by both parties in writing.

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**ATTACHMENT B
CUSTOMER FACILITY AND CALLING RATES**

Silverdale Detention Facilities
7609 Standifer Gap Road
Chattanooga, TN 37422

| COLLECT RATES | | | | | | |
|--------------------------------------|---------------------------|----------------------------------|---------------------------|----------------------------------|---------------------------|----------------------------------|
| LOCAL STATION TO STATION | | | | | SURCHARGE \$ 1.50 | |
| RATE MILEAGE | DAY | | EVENING | | NIGHT/WEEKEND | |
| | INITIAL PERIOD | EACH ADD'L PERIOD | INITIAL PERIOD | EACH ADD'L PERIOD | INITIAL PERIOD | EACH ADD'L PERIOD |
| 0-9999 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 |
| INTRALATA STATION TO STATION | | | | | | |
| INTRALATA STATION TO STATION | | | | | SURCHARGE \$ 0.60 | |
| RATE MILEAGE | DAY | | EVENING | | NIGHT/WEEKEND | |
| | INITIAL PERIOD | EACH ADD'L PERIOD | INITIAL PERIOD | EACH ADD'L PERIOD | INITIAL PERIOD | EACH ADD'L PERIOD |
| 0-9999 | 0.2100 | 0.2100 | 0.2100 | 0.2100 | 0.2100 | 0.2100 |
| INTERLATA STATION TO STATION | | | | | | |
| INTERLATA STATION TO STATION | | | | | SURCHARGE \$ 1.94 | |
| RATE MILEAGE | DAY | | EVENING | | NIGHT/WEEKEND | |
| | INITIAL PERIOD | EACH ADD'L PERIOD | INITIAL PERIOD | EACH ADD'L PERIOD | INITIAL PERIOD | EACH ADD'L PERIOD |
| 0-9999 | 0.1500 | 0.1500 | 0.1500 | 0.1500 | 0.1500 | 0.1500 |
| INTERSTATE STATION TO STATION | | | | | | |
| INTERSTATE STATION TO STATION | | | | | SURCHARGE \$ 3.00 | |
| RATE MILEAGE | DAY | | EVENING | | NIGHT/WEEKEND | |
| | INITIAL PERIOD | EACH ADD'L PERIOD | INITIAL PERIOD | EACH ADD'L PERIOD | INITIAL PERIOD | EACH ADD'L PERIOD |
| 0-9999 | 0.4500 | 0.4500 | 0.4500 | 0.4500 | 0.4500 | 0.4500 |

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APPENDIX B (CONTINUED)

Silverdale Detention Facilities

| COLLECT RATES | | | | | | |
|---------------------------------------------|----------------|---------------|----------------|---------------|----------------------|-----------------------------------------|
| LOCAL STATION TO STATION | | | | | | SURCHARGE \$ 1.50 |
| | DAY | | EVENING | | NIGHT/WEEKEND | |
| | | EACH | | EACH | | EACH |
| RATE | INITIAL | ADD'L | INITIAL | ADD'L | INITIAL | ADD'L |
| MILEAGE | PERIOD | PERIOD | PERIOD | PERIOD | PERIOD | PERIOD |
| 0-99999 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 |
| INTRALATA STATION TO STATION | | | | | | SURCHARGE \$ 0.60 |
| | DAY | | EVENING | | NIGHT/WEEKEND | |
| | | EACH | | EACH | | EACH |
| RATE | INITIAL | ADD'L | INITIAL | ADD'L | INITIAL | ADD'L |
| MILEAGE | PERIOD | PERIOD | PERIOD | PERIOD | PERIOD | PERIOD |
| 0-9999 | 0.2100 | 0.2100 | 0.2100 | 0.2100 | 0.2100 | 0.2100 |
| INTERLATA STATION TO STATION | | | | | | SURCHARGE \$ 1.94 |
| | DAY | | EVENING | | NIGHT/WEEKEND | |
| | | EACH | | EACH | | EACH |
| RATE | INITIAL | ADD'L | INITIAL | ADD'L | INITIAL | ADD'L |
| MILEAGE | PERIOD | PERIOD | PERIOD | PERIOD | PERIOD | PERIOD |
| 0-9999 | 0.1500 | 0.1500 | 0.1500 | 0.1500 | 0.1500 | 0.1500 |
| INTERSTATE STATION TO STATION | | | | | | SURCHARGE \$ 3.00 |
| | DAY | | EVENING | | NIGHT/WEEKEND | |
| | | EACH | | EACH | | EACH |
| RATE | INITIAL | ADD'L | INITIAL | ADD'L | INITIAL | ADD'L |
| MILEAGE | PERIOD | PERIOD | PERIOD | PERIOD | PERIOD | PERIOD |
| 0-9999 | 0.4500 | 0.4500 | 0.4500 | 0.4500 | 0.4500 | 0.4500 |
| Local Correctional Training Fund Fee | | | | | | <u>\$0.10 per completed call</u> |

NOTE: Per the Tennessee State Code, Section 41-7-104, recently amended in 2012, ITSP shall assess and collect a \$0.10 fee on each completed telephone call, or other means of electronic communication, made by an offender housed in a local jail or workhouse. The ITSP shall remit the collected fees to the State Treasurer to be deposited into the Local Correctional Training Fund to be used exclusively to fund certification training provided by the Tennessee Corrections Institute (TCI) for local correctional personnel statewide. This fee shall not be reported as revenue and shall be treated as an additional fee to the cost of the call and not the calling rate. This fee shall only apply to Silverdale Detention Facilities.