



Combined Public Communications, LLC
Inmate Telecommunications General Service Agreement
Addendum B

WHEREAS, this addendum relates to the Inmate Telecommunications General Service Agreement originally entered into by Combined Public Communications, LLC (hereafter "CPC"), and the Ohio County Jail (hereafter "Customer") with its principal place of business at 108 East Washington Street in Hartford, KY 42347 originally signed on March 26th, 2019.

WHEREAS, Customer and CPC wish to amend the agreement.

NOW THEREFORE, the parties to this Agreement do agree as follows:

Agreement Term:

The initial forty-eight (48) month agreement term, which commenced on March 26th, 2019, will be extended an additional forty-eight (48) months.

This Addendum provides the Customer with a technology grant based on the fact that both parties have agreed to this extension of the initial term. The agreement will renew upon the renewal terms and conditions described in the original agreement.

CPC Equipment:

The Offering and all associated equipment installed under this Agreement shall remain the sole and exclusive property of CPC. Customer will promptly report to CPC misuse, destruction, or vandalism of all systems and associated equipment related to the Offering. Customer will not use the Offering for Customer's business purposes nor list or advertise in any manner the telephone numbers of the Offering without the prior written consent of CPC.

CPC will provide, install, and maintain the educational and entertainment solution, associated operational hardware, charging stations and transport containers (a tub and/or cart for the tablets). Additionally, CPC will provide ongoing service, support, and maintenance of the tablet platform. CPC will review tablet usage ninety (90) days after installation and determine if the initial number of tablets should be increased based on usage. If CPC determines additional tablets are required, CPC reserves the right to determine the number of additional tablets and will provide those at no cost to the County. Additionally, and at no cost to County, CPC will provide up to twenty five percent (25%) of the initial number of deployed tablets per year to cover normal wear and tear as determined by CPC.

If additional tablets are requested above and beyond the initial number determined by CPC for reasons other than usage, those will be provided at a rate of five hundred dollars (\$500.00) per tablet. If an inmate damages a tablet, CPC will invoice the County five hundred dollars (\$500.00) or deduct five hundred dollars (\$500.00) from the following months commissions for recovery of those costs and will provide the County an invoice in which they can choose to place that debt on the inmate's trust account.

CPC will retain ownership of all tablets and associated hardware and software. CPC shall have the discretion to select brand, type, and other specifications of the tablets, including the specific services and applications available on the tablet and may replace, upgrade, or substitute the tablets any time during the agreement.

Customer will provide a secure area for a tub and/or cart to store and charge tablet devices, as well as electric (AC) to charge devices, at no charge to CPC. Additionally, Customer will provide the labor to check the tablet devices in/out and keep the tablet devices charged. Customer shall exercise reasonable care to prevent damage or destruction of tablets. Customer shall notify CPC of any misuse, destruction, damage,

loss, or vandalism to the tablets as soon as practicable. Customer or its agents shall not (a) alter, modify, repair, enhance or modify the tablets or any software thereon (b) connect the tablets to any software or products not provided and approved by CPC, or (c) allow any third party to do any of the above.

ITS Commission:

Commission will continue to be paid monthly to the Customer at a rate of fifty percent (50%) of all prepaid ITS talk time usage.

CPC View Commission:

Commission will continue to be paid monthly to the Customer at a rate of twenty percent (20%) of all remote video visitation usage.

Inmate Messaging System

Additional monthly commission payments are dependent on the full implementation, activation, and continuous usage of all contracted services, including the Inmate Messaging System. See Inmate Messaging Service agreement signed January 9th, 2020 for additional information related to the Inmate Messaging System.

Inmate Messaging Service implementation, activation and usage is based on sixty percent (60%) of the inmate population utilizing the Inmate Chirping Service daily. Inmates must have the ability to utilize this service for a minimum of twelve (12) hours a day, seven (7) days a week. If less than sixty percent (60%) of inmate population is utilizing the chirpers, or inmates are unable to have access to the service for a minimum of twelve (12) hours a day, seven (7) days a week, the Inmate Communication Services Vendor reserves the right to adjust the proposed ITS commission percentages within thirty (30) day notice.

AxxS Tablet Rates & Commission

CPC will provide, install, and maintain an inmate tablet solution at 1:4 ratio.

Feature	Rate	Commission
AxxS Tablet Solution Non-online reading material & courses, entertainment, etc	<u>\$0.05/minute</u>	20% all tablet revenue*
AxxS Tablet Calling	See current calling rates + <u>\$0.05/minute</u> tablet rate	See ITS commission + 20% all tablet revenue*

*such commission is net of licensing and network costs, excludes applicable taxes/fees/surcharges and free content usage.

_____ Option 1: Customer agrees to utilize AxxS Tablets.

_____ Option 2: Customer agrees to utilize AxxS Tablets + AxxS Tablet Calling.

☒ Option 3: Customer is not interested in utilizing AxxS Tablets.

Disclaimer of Warranties

The tablets are provided "AS IS" without warrant of any kind. Customer understands that all information used and obtained in connection with the tablet applications is provided "AS IS". Customer acknowledges that content is subject to availability and is subject to change at CPC's discretion.



CPC does not warrant or guarantee the correctness, completeness, legality, merchantability, or fitness for a particular purpose of the selected content. CPC does not warrant that tablet services will meet all Customer requirements or be error free. For issues or defects such as common "bugs" or similar problems, along with feature requests, a case is created and sent to CPC's development team. The case is placed on a list for CPC's programmers who deploy fixes and upgrades based on priority.

Although CPC makes its best effort to secure all AxxS tablets by utilizing device, application and network level security, it does not warrant or guarantee network access security will be maintained in locations that utilize unsecure wireless networks or broadcast open SSID's as part of the customer's owned, preexisting, or future network infrastructure as well as facility staff personal communication devices capable of broadcasting an unsecure SSID (hotspot). Additionally, CPC advises the customer that all such networks be secured through encrypted authentication for all internal wireless networks that reside within the customer's facility prior to installation of any AxxS tablets.

The customer is solely responsible for maintaining network security for owned, preexisting, or future wireless networks as well as facility staff personal communication devices capable of broadcasting an unsecure SSID (hotspot). Any open wireless network breach, whether it is maintained or not by the customer, on an AxxS tablet cannot be used to claim a material breach of the entire or any part of the current CPC services agreement(s) as it resides outside of CPC's direct control and CPC's internally maintained network infrastructure required to provide services.

Taxes, Regulatory & Network Fees:

Taxes, regulatory and service fees are deducted at the point of sale; network connection and recovery costs are deducted from the total talk time usage.

Technology Grant

CPC will provide Customer twenty-five thousand dollars (\$25,000.00) in the form of a refundable technology grant to be used at Customer's discretion for budget expenditures and will be allocated as follows:

Six thousand two hundred fifty dollars (\$6,250.00) – to be paid year one (1) of the extension; and

Six thousand two hundred fifty dollars (\$6,250.00) – to be paid year two (2) of the extension; and

Six thousand two hundred fifty dollars (\$6,250.00) – to be paid year three (3) of the extension; and

Six thousand two hundred fifty dollars (\$6,250.00) – to be paid year four (4) of the extension.

The amount of the technology grant/ is based on: (a) the Customer's current average daily population (ADP) count of seventy-two (72); (b) this Agreement being in effect for the full initial term, including the extension described in the Agreement Term section of this Addendum; and (c) continuous usage of the inmate messaging system. The technology grant will vest over the extended term in an amount equal to five hundred twenty dollars and eighty-three cents (\$520.83) per month, commencing on the Commencement Date of this Addendum. In the event this Agreement is terminated prior to the expiration of the initial term or any renewal term, the remaining non-vested balance of any allocated technology grant funds will be refunded to CPC within forty-five (45) days of termination notification. Further, in the event the ADP decreases fifteen percent (15%) or more over a three (3) month period, CPC reserves the right to renegotiate the amount of the technology grant upon thirty (30) days advance written notice to Customer.



This written addendum shall constitute understanding of the parties and all prior agreements and understandings are merged herein. The Original Agreement and this Addendum shall not be modified, changed or altered in any respect except in writing signed by CPC and Customer.

This Addendum entered into on the _____ day of _____, _____.

Customer

Combined Public Communications, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____



CyberPath Services, LLC
Inmate Messaging Service – Addendum A

WHEREAS, this Addendum relates to the Messaging Service¹ Agreement for inmate usage called Chirping, originally entered into by CyberPath Services, LLC (Vendor) and the Ohio County Jail (Customer) with its principal place at 108 East Washington Street in Hartford, KY 42347, originally signed by the Customer on January 9th, 2020.

WHEREAS, Customer and Vendor wish to amend the Agreement.

NOW THEREFORE, the parties to this Agreement do agree as follows:

Agreement Term

The initial forty-eight (48) month Agreement term, which commenced on January 9th, 2020 will be extended an additional forty-eight (48) months. The agreement will renew based upon the renewal terms described in the Original Agreement.

This written addendum shall constitute understanding of the parties and all prior agreements and understandings are merged herein. The Original Agreement and this Addendum shall not be modified, changed or altered in any respect except in writing signed by Vendor and Customer.

The parties have executed this addendum on the _____ day of _____, 20__.

Customer

CyberPath Services, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

¹ U.S. Patent Nos. 10,082,835 and 10,085,126. Used under license from Hank Technology LLC."