

**CROWN CORRECTIONAL TELEPHONE, INC.
COINLESS TELEPHONE AGREEMENT**

This Telephone Agreement ("The Agreement") is made on the 5TH day of JANUARY, 2017, between **Crown Correctional Telephone, Inc.** ("Vendor"), and the **Clay County Sheriff's Office** ("Customer").

1. Facility

The Customer grants the Vendor the exclusive right to install and maintain the collect telephones and equipment on the premises. The Vendor shall have the right to install the collect telephones and equipment on each premises acquired or leased by the Customer after the date of this Agreement and this Agreement shall be automatically amended to include those premises as if part of the Agreement on the execution date thereof. The location of the telephones and equipment on the premises shall be determined by mutual agreement between the Customer and the Vendor. The Vendor shall have the right and responsibility to make all replacements, updates, modifications, and connections that are reasonably necessary or desirable for the proper operations of the telephones and equipment. The Vendor shall be responsible to repair any damage caused to the premises by any reason of its replacements, updates, modifications, or connections, or by the operation of the telephones or of the equipment in the premises, normal wear and tear expected.

2. Term

The term of this Agreement shall be sixty (60) months from the date of installation (the "Commencement Date"), and shall terminate on the date, which is sixty (60) months after the Commencement Date (the "Expiration Date"), unless the Agreement is sooner terminated as provided in this Agreement. This Agreement shall automatically renew for additional sixty (60) month periods commencing on the Expiration Date, unless either party delivers written notice to the other indicating its desire not to renew at least 60 days prior to the Expiration Date. Commencement Date is MARCH 15, 2017.

3. Compensation

For this Agreement, all collect telephone calls will be paid on gross billable operator service revenue from utilization of the equipment through all calls completed by users within the premises (the "Commission"). "Gross Revenue" shall mean gross coin and operator service revenue collected from the user. The Commission shall be paid to the Customer on a monthly basis no later than the 25th of the following month in which revenues were generated. If the Customer wishes the commission to be remitted to an address that differs from the address on the last page of this Agreement, please advise the Vendor in writing. Commissions will be paid as follows:

- **Collect, Pre-Paid Destination & Inmate Pre-Paid Phone Time Calls:** 50% of billable revenue on all calls (excluding taxes and processing fees), with no deductions for bad debt. If any local, state, or federal agency regulates the per call or per minute commissionable amounts allowed for inmate telephone services, the Vendor agrees to pay a reasonable amount to the Client.
- **Mexico Collect Calls:** \$0.50 per completed call.

4. Telephone Lines

The Vendor shall be responsible for, and shall pay all costs in connection with, the installation of the telephones and equipment, excluding the **internet connection**. The Customer will provide network internet connections for all equipment at no charge to the Vendor.

5. Equipment

The Inmate Telephone Equipment installed on the premises during the term(s) of this Agreement, shall remain the sole and exclusive property of the Vendor. The Video Visitation Equipment will become property of the Customer after prepayment of equipment is paid in full to the Vendor through site commissions. Upon the expiration of this Agreement, the Vendor shall have the right to enter upon the premises and remove all of the

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telephones, unless the Customer or the entering Vendor agree to purchase the telephones and/or equipment at a price to be agreed upon by all parties involved.

6. Repair and Maintenance

During the term(s) of this Agreement, the Vendor will repair and maintain the telephones and equipment in good operating condition as required for their operation. The Customer shall permit all employees, contractors, and local exchange carrier representative's reasonable access to the premises at all times, in order to service, repair, and maintain the equipment. The Customer shall promptly notify the Vendor in writing of any misuse, destruction, damage, or vandalism of equipment. In the event that the Vendor shall default in the performance of its obligations to promptly service, repair, and maintain the telephones and equipment installed pursuant to this Agreement, the Customer shall notify the Vendor of such breach set forth in **Section 9** of this Agreement.

7. Authority of This Agreement

The Customer represents that it has the power and authority, as lessee or owner of the premises, to execute this Agreement and to comply with the terms of this Agreement. The Vendor shall have the right to assign this contract.

8. Licenses

The Vendor shall secure all licenses required by any state, city, county or other governmental authority at its sole cost and expense.

9. Event of Default, Termination of Agreement

In the event that either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of default setting forth with specificity the nature of the event of default. In the event the defaulting party fails to cure such event of default within thirty days from receipt of said notice of default, the non-defaulting party shall have the right to terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity. If the performance of this Agreement or any obligation hereunder, is interfered with by reason of any circumstances beyond the reasonable control of the parties, including without limitation, fire, explosion, riots, civil unrest, power failures, injunctions, or acts of God, then the party effected shall be excused from such performance on a day-to-day basis to the extent of such inference, provided the party so affected shall use reasonable efforts to remove such causes of non-performance. In the event any governmental tariff or regulation prevents the Vendor from providing services, or such tariffs or regulations make continuation of this Agreement impractical for economic reasons or otherwise, then the Vendor, at its sole discretion, may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, the Customer agrees to allow the Vendor access to the facility/facilities in order to remove the equipment and related equipment. The Vendor agrees to remove the equipment and related equipment within a reasonable time frame after the termination of this Agreement to reduce the amount of down time between the exiting and entering Vendors. If the Customer defaults on this Agreement prior to the prepayment of the video visitation system is paid in full to the Vendor, the Vendor has the right to remove the equipment or the Customer will pay the remaining balance due to the Vendor within 15 days after removal said equipment.

Customer Initial RD

Vendor Initial WFB

Clay County Sheriff's Office
215 W. Gilbert Street
Henrietta, TX 76365

K.R. Lemons Jr
Representative Signature

K.R. Lemons JR
Representative Printed Name

Sheriff
Representative Title

01-05-17
Date

Crown Correctional Telephone, Inc.
305 W. 3rd Street
Clifton, TX 76634

[Signature]
Representative Signature

Ryan BARTULA
Representative Printed Name

PRESIDENT
Representative Title

1/5/2017
Date

Customer Initial [Signature]

Vendor Initial WRB