

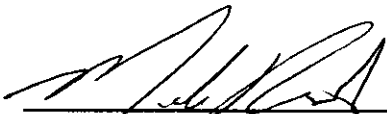
**ORDER: ACCEPT CONTRACT WITH SMART COMMUNICATIONS FOR JAIL
COMMUNICATIONS AND KIOSK MACHINES**

Motion was made by David Rikard, duly seconded by Brent Larson, to accept contract with Smart Communications for Jail communications and kiosk machines.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor Larry Gillespie, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 6th day of February, 2023.



**Mike Roberts, President
Board of Supervisors**



Sherry Wall, Chancery Clerk



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Master Services Agreement

This Master Services Agreement (this "Agreement") is by and between the LaFayette County Sheriff's Office, hereinafter referred to as "Customer," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider."

This Agreement supersedes any and all other agreements made between the Parties, written, oral or otherwise.

Whereas, Customer desires that Provider install an inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement, and;

Whereas, Provider agrees to install the inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement.

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. Systems. This Agreement specifies the general terms and conditions under which Provider will perform certain inmate related services and systems (the "System(s)") for the Customer. Additional terms and conditions with respect to the Systems will be specified in the Schedules entered into by the Parties and attached (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern.

2. Use of Systems and Exclusivity. In exchange for Provider installing, providing, and supporting its System and inmate communication services throughout Customer's Facility at no cost to Customer, Customer acknowledges, agrees, and grants to Provider the exclusive right to provide such services in Customer's Facility. Provider shall have the exclusive right to install, maintain, and derive revenue from and through Provider's inmate communication services and Systems including, without limitation, the related hardware and software, located in the Customer Facility as identified on the Schedules. Customer agrees that it will not resell, grant, or provide access to Provider's services or System, directly or indirectly, to any third party unless agreed to by Provider in a separate written agreement. During and subject to the terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of inmate telephone services (ITS) and all inmate communication services available on or provided by a tablet or kiosk system as set forth in the accompanying Schedule(s), including but not limited to video and data services (e.g., electronic video visitation, electronic messaging and email, texting, photo delivery, and electronic entertainment) and inmate software applications (e.g., electronic delivery of routine postal mail, electronic medical or general requests, electronic grievances, electronic law library, and electronic education).

3. Hardware and Software License. For the term of this Agreement, Provider grants Customer a non-exclusive, non-transferable license to access and use certain proprietary computer software and hardware products and materials in connection with Provider's inmate services and Systems. Provider will deploy all Software upgrades, modifications, and updates at no cost. All hardware upgrades, modifications and updates will be done at Provider's sole discretion.

Provider makes no representation or warranty as to the legality of monitoring or archiving such communications and activities.

4. Ownership. Smart Communications is and shall remain the owner of the equipment provided by Smart Communications whether or not physically attached to real estate.

5. License Restrictions: The Software is to be used solely in connection with Provider's Services by Customer and inmates housed at Customer's Facility in connection with Provider's services and Systems. The Hardware is to be used solely by inmates housed at Customer's Facility to access Provider's services and Systems. Unless and only to the extent that this Agreement expressly permits, Customer must not:



- i. permit any parent, subsidiary, affiliated entity or third party to use the Hardware or Software;
- ii. rent, lease, lend, assign, sublicense, encumber or otherwise transfer or attempt to transfer the Hardware or Software or any portion thereof;
- iii. alter, create derivatives of, or modify the Hardware or Software in any way, or allow a third party to do so;
- iv. connect the Software or Hardware to any third-party products or services that were not approved of in writing by Provider;
- v. distribute or otherwise make the Hardware or Software or any password, key, or other access code for the Software available to any third party;
- vi. reverse engineer, decompile, or disassemble the Hardware or Software, or allow a third party to do so;
- vii. defeat or work around any access restrictions or encryption in the Software, or allow a third party to do so;
- viii. remove, minimize, block, or modify any titles, logos, trademarks, copyright and patent notices, digital watermarks, disclaimers, or other legal notices that are included in the Software, whether or not they are Provider's or a third party's;

6. **Title.** Provider shall have and retain all rights, title, and interest in the products and services provided to Customer. The Hardware, Software, Systems, networking, and cabling, including all modifications and updates of Software, shall at all times remain the sole and exclusive property of the Provider. Any trade secrets, methodology and processes of our services and Systems constitute proprietary information of Provider, regardless of any part or portion thereof is the subject of a valid copyright or patent. During the term of this agreement and for the time period(s) as stated in the Schedule for Systems, we will provide you access to the records.

7. **Term.** This Agreement shall commence on the effective date and shall continue for a period of four (4) years from the date of system going live. After the original term, this Agreement will automatically renew for additional terms of one (1) year in length, unless notice of non-renewal is provided by either party at least ninety (90) days prior to the end of the then current term. The terms and conditions herein shall govern for so long as Provider continues to provide its system and services.

8. **Liability.** To the maximum extent permitted by applicable law, Provider shall indemnify and hold harmless Customer, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from negligent acts or omissions of the Provider, its agents or sub-contractors. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees and/or agents. However, nothing contained herein shall constitute a waiver by Customer of its sovereign immunity or other applicable State Statutes.

9. **Confidential Information and Non-Disclosure.** The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the party's services and know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party (the "Disclosing Party"). As a condition to the receipt of the Confidential Information from the Disclosing Party, the receiving party (the "Receiving Party") shall, at all times during and after the term of this Agreement (i) not disclose in any manner, directly or indirectly, to any third party any portion of the Confidential Information; (ii) not use the Confidential Information in any fashion except to perform its duties hereunder or with the Disclosing Party's express prior written consent; (iii) disclose the Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the Receiving Party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized disclosure or use of the Confidential Information. The Receiving Party shall cooperate and assist the Disclosing Party in preventing or remedying any such unauthorized use



or disclosure. The term "Confidential Information" does not include, and the obligations and undertakings set out in this section do not apply to: (a) Information which now is in the public domain or publicly known at the time of disclosure or hereafter comes into the public domain or generally known through no fault of the Receiving Party, otherwise than by reason of breach of this Agreement; (b) Information the disclosure of which is requested or required by law, regulation, court order or a regulatory agency, provided that, prompt notice of such requested disclosure shall be given to the Disclosing Party, if legally permitted, so that Disclosing Party may seek appropriate remedy to prevent such disclosure or waive compliance with the provisions of this Agreement and the Receiving Party, its directors, officers, employees, agents and advisers shall reasonably co-operate with the Disclosing Party, at the Disclosing Party's sole cost and expense, if the Disclosing Party elects to challenge the validity of such requirement and/or take such steps as the Disclosing Party may reasonably require to avoid or limit such disclosure; (c) Information that was previously known to the Receiving Party free of any obligation of confidentiality; (d) Information that is independently developed by the Receiving Party without reference to or use of the Confidential Information; or (e) Information that is disclosed to the Receiving Party by a third party not under or in violation of, as the case may be, any confidentiality undertaking to the Disclosing Party. Subsections (a) through (e) of this paragraph notwithstanding, the parties agree that the technology behind the Providers Services and Systems is Confidential Information and is a trade secret of Provider.

10. Default and Termination. If either party defaults in the performance of any obligation under this agreement, then the non-defaulting Party must give written notice to the defaulting Party specifically describing the nature of default and clearly notifying the defaulting party that the written notice is being provided pursuant to this provision. The defaulting Party shall have thirty (30) days after receipt of notice of default to cure. If it is not reasonable to cure the default within 30 days, then the right to cure period shall be extended to a reasonable cure period as long as the defaulting Party has made good faith attempts to cure the default. Upon termination of this Agreement, Provider shall remove all hardware and software Systems except for the cabling and conduit which shall become the property of the Customer. Provider shall have the right to immediately terminate this Agreement if Customer breaches the Confidentiality or Non-Disclosure provisions of this Agreement.

11. Insurance. Provider shall maintain General Liability Insurance including but not limited to bodily injury, property damage and personal injury with limits of not less than \$1,000,000 combined single limit covering all work performed under this contract. Provider shall maintain automobile insurance including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this contract. Provider shall provide Worker's Compensation Insurance, on behalf of all employees who are to provide a service under this contract, as required by Florida (LAS), Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident. Customer agrees to furnish to Provider timely written notice of any claim, demand, or cause of action made or brought against Customer or where Provider is listed as a Co-Defendant arising out of or relating to the Systems and Services we provide to you.

12. Employees. Provider represents that it has, or will secure at its own expense, all personnel required in performing its obligations under this Agreement. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services. Provider and any subcontractors used in the performance of the responsibilities listed herein must maintain a drug-free workplace policy. Customer acknowledges that Provider is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship or any other relationship allowing Customer to exercise control or discretion over the manner by which Provider performs hereunder. Provider expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lock/tag out procedures, material safety data sheets and labeling. Provider certifies that neither it nor any subcontractors used to accomplish its obligations hereunder, shall employ unauthorized aliens. Provider certifies that in accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, that neither it nor any subcontractors used to accomplish its obligations hereunder discriminate on the basis of race, color, sex, religion, age, national origin or disability in their employment practices.



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Miscellaneous

13. Warranty Against Contingent Fees. Provider warrants that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Provider for the purpose of securing business.

14. Subcontracts. Provider shall be allowed to use subcontractors for the purpose of completing the provisions of this Agreement.

15. Provider Personnel. All Provider personnel being permitted to work in the Customer Jail Facility will be subject to a security/background check by the Office of the Sheriff.

16. Provider Cooperation. Provider shall, at all times observe and comply with all Federal, State, and local municipal laws, ordinances, rules and regulations in any way affecting the Agreement. The Provider shall maintain regular communications with Customer, or its designees, and shall actively cooperate in all matters pertaining to this Agreement.

17. Public Information. Neither the Provider nor the Customer shall publish any findings based on data obtained from the operation of this agreement without the prior consent of the other party, whose written consent shall not be unreasonably withheld.

18. Permits and Licenses. All permits and licenses required by Federal, State, local laws, rules, and regulations necessary for the implementation of the work undertaken by the Provider pursuant to the Agreement shall be served and paid for by the Provider. It is the responsibility of the Provider to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate is required.

19. Third-party Rights. The rights, obligations and duties contained in this Agreement shall exist exclusively between the Parties. The Parties expressly agree and intend that they alone shall have the exclusive rights to seek legal or equitable enforcement, remedy, injunctive relief or to bring a breach of Agreement action. The Parties do not intend to create, nor shall this Agreement be construed to create in any other individual or entity the status of a third-party beneficiary.

20. Public Entity Crime. Provider confirms its understanding that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any state or of the United States and involving antitrust, fraud, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Provider hereby certifies that neither its officers, directors, executives, partners, employees, members, nor agents who are active in the management of Contractor have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

21. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

22. Compliance with Laws. Provider shall comply with all Federal, State and local laws, rules, and regulations applicable to the services or payments for services under this Agreement.

23. Governing Law. The parties mutually consent to the jurisdiction of and agree that any litigation arising hereunder shall be brought in courts serving LaFayette County, Mississippi and governed by the laws of the state of Mississippi.

24. Attorney Fees. In the event of litigation concerning this Agreement, the Parties shall each be responsible for their own attorney's fees and costs.



25. Completeness of Agreement. This Agreement, together with any additional or supplementary Schedules or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto. This Agreement may be amended or revised only in writing and signed by all the parties.

26. Force Majeure. Provider will not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitations, strikes, inmate disturbances, failure of Customer to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.

27. Assignment. Provider may assign this Agreement or any interest herein at any time to any parent, successor, or subsidiary with prior written notice to Customer.

28. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

29. Matters to be Disregarded. The titles of the several sections, subsections and paragraphs set for in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

30. Interpretation. The language in this Agreement is to be construed according to its plain meaning and not strictly for or against either party. The parties have reviewed this Agreement and no ambiguities are known to exist; however, to the extent any ambiguity is later discovered, any rule that such ambiguity is to be resolved for or against either party does not apply.

31. Notices. Any notices, demands, payments or reports required by this Agreement shall be in writing and sufficient if sent by the parties hereto via registered or certified United States mail, postage prepaid, to the notice addresses noted below the Parties signatures on the signature page.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any telecopy or other electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other electronic transmission of a signature shall be deemed an original and shall bind the party who made such signature.

33. Authority. Each Party represents and warrants that it has the authority to enter into this Agreement, and that the individual signing on its behalf likewise has authority to do so.

THIS PORTION INTENTIONALLY LEFT BLANK



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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: LaFayette County Sheriff's Office

Provider: Smart Communications Holding, Inc.

By: [Signature]

By: _____

Name: Jonathan Logan

Name: _____

Title: CEO

Title: _____

Date: February 1, 2023

Date: _____

Email: jon.logan@smartcommunications.us

Email: _____

Notice Address:
711 Jackson Ave E
Oxford, MS 38655

Notice Address:
10491 72nd St.
Seminole, FL 33777



Schedule of Services Agreement

This Schedule is between the LaFayette County Sheriff's Office, hereinafter referred to as "Customer," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider." This Schedule is part of and governed by the Master Service Agreement, the "Agreement", executed by the Parties. The terms and conditions of the Agreement are incorporated herein by reference.

The Customer's Facility names and addresses are:

LaFayette County Detention Center, 711 Jackson Ave E, Oxford, MS 38655

Commission Payments

1. Commission payments as described herein shall be remitted as follows:

Payee: LaFayette County

Address/Method: ACH with details to be provided

Provider and Customer agree to the following terms and conditions in connection with Provider's installation and provision of inmate communication services to Customer's Facility:

Inmate Telephone System

2. Customer grants to Provider the exclusive right to install and maintain Inmate Telephone Services within and throughout Facility, including for any future expansion of telephone service to buildings or locations under control of Facility, during the term of this Agreement.

3. Provider shall provide free telephone calls for inmates in the booking area, other than for long distance calls which may be charged at standard rates.

4. Provider will additionally make available to each inmate one free phone call per week, up to ten (10) minutes in length, to satisfy the needs of indigent inmates.

5. Otherwise, Provider shall establish rates for telephone services as set forth below.

INMATE TELEPHONE SYSTEM PER MINUTE CALL RATES			
Call Type	Collect	PrePaid Collect	PrePaid Debit
Local	\$0.19	\$0.19	\$0.19
IntraState	\$0.19	\$0.19	\$0.19
IntraLATA	\$0.19	\$0.19	\$0.19
InterState	\$0.19	\$0.19	\$0.19
InterLATA	\$0.19	\$0.19	\$0.19
International	\$0.19	\$0.19	\$0.19



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6. This Agreement includes all other premises, whether now existing (e.g., if a different vendor has a contract and equipment at such premises, this clause applies at the earliest termination opportunity) or subsequently acquired, under the control of Customer within Provider's service areas. Customer will advise Provider in writing, of newly opened, acquired, or available premises, promptly, and Provider can evaluate installation of its telephone services at these premises.

7. In consideration of the compensation paid to Customer under this Agreement, Customer expressly waives carrier selection rights, where applicable, and Provider expressly reserves the right to select and/or contract for the local, intraLATA and interLATA carrier selections for the telephones subject to this Agreement and intended for placement at Customer locations.

Smart Communications' Responsibilities (Inmate Telephone System)

8. Provider's telephone services and system are provided by way of Provider's Smart-EVO™ ITS terminals, which will be installed in quantities and at locations that are mutually agreed upon by both parties.

9. Provider shall service and maintain its telephone system and Smart-EVO™ ITS terminals at Provider's expense, except as otherwise agreed upon herein.

10. Provider shall comply with the Americans with Disabilities Act (ADA) for all equipment it provides.

11. Provider shall provide the Customer an annual review of revenue performance, facility service needs, and expansion requirements and will discuss with the Customer the appropriate action to be taken by Provider at the Customer's request.

Commissions and Payments

12. Provider agrees to pay Customer certain commissions collected from its inmate phone system. Said commission is based upon Customer's grant to Provider exclusivity for the services described herein, including secure two-way electronic messaging, video visitation, and entertainment.

13. Provider shall make monthly commission payments to Customer in the amount of sixty-one percent (61%) of revenues generated from all phone calls made on its Inmate Telephone System, regardless of call type or call rate.

14. Starting the first month after Provider's system and services are installed and live, Provider will pay Customer said commission payments on or before the 30th day of the month.

15. Commission schedule is based on rate caps as of the time Provider's proposal was made. To the extent the Federal Communications Commission (FCC) or other governing body changes allowable rates, Provider shall have the right to renegotiate commissions, which the parties agree to do in good faith.

Customer's Responsibilities (Inmate Phone System)

16. Customer agrees to provide adequate space for installation of Provider's Smart-EVO™ ITS terminals, and easy accessibility for inmate use during the normal operating hours. In the event Customer is not the owner of the premises, Customer shall, where necessary, obtain permission from the building owner or owner's agent for the placement of the ITS terminals, and shall be responsible for any fees for use of required riser cable and electric power.

17. Customer agrees to maintain the area around the ITS terminals and ensure safe and ready access by inmates.



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18. Customer agrees to allow Provider access to perform maintenance during the established hours of accessibility as jointly agreed by the parties, except when access must be denied to ensure the safety of Provider service personnel and/or to maintain institutional control.
19. Customer agrees to allow Provider, with prior written approval of Customer, access to and use of house cable and inside wire at no cost, in order to install and provide telephone service. Any new house cable or inside wire required during the contract term will be at the sole expense of the Provider, unless otherwise negotiated with Customer.
20. Customer agrees to exercise reasonable and ordinary care to prevent the loss through theft or damage to the ITS terminals and equipment from any source.
21. Customer agrees to, at its option, purchase and provide enclosures at its own expense for Telephones. In the event Customer elects to provide its own enclosures, Customer shall be responsible for installation and maintenance of said enclosures.
22. Customer represents and warrants that Provider's ITS system will be installed on property owned by the Customer, or if Customer is not the owner of the premises, Customer has obtained permission from the Facility's owner or owner's agent.




SmartTablet™ and Secure Network

23. The SmartTablet™ system and its entire supporting infrastructure are provided at no cost to Customer or inmates.
24. Provider will furnish the proprietary SmartTablet™ on an initial 1:4 inmate to tablet ratio based on the Average Daily Population ("ADP"). Sufficient reserve tablets shall also be provided. Customer shall determine which inmates have access to the SmartTablets™.
25. The SmartTablet™ is a custom, wireless, ruggedized and correctional grade tablet of Provider's custom specifications that will connect to its secure network.
26. The SmartTablet™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to Provider's secure wireless network within the facility.
27. The network itself is designed to facilitate applications within a corrections environment. Provider utilizes a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. Provider utilizes a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

Distribution and Refurbishment Plan (SmartTablets™)

28. Provider will deploy a tablet charging station and "home base" within each housing unit within the facility. These home bases will be permanently installed into a housing area (e.g. wall mounted). Each home base provides the necessary connections for charging the tablets, as well as a convenient storage location to ensure all tablets are accounted for during non-usage times.
29. Each tablet is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use a tablet. Individual tablets are not assigned to specific inmates. Any inmate in a given housing unit may use any tablet that is assigned to that housing unit. If a tablet that an inmate is using stops working, they can return it to a deputy for maintenance, and then take a different tablet and sign on and gain full access to their account and content. Provider will provide to the Customer a sufficient number of extra SmartTablets™ so that the available number of SmartTablets™ will always meet the approved ratio. In the event a tablet stops working, no longer holds a



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charge, is damaged, or is otherwise in need of service, facility staff can replace the malfunctioning tablet with a new working SmartTablet™. We will provide pickup and delivery of malfunctioning and replacement SmartTablets™ at no charge to the Sheriff's Office.

Damage (SmartTablets™)

30. The tablets provided are ruggedized for use in a correctional setting. They have been drop tested from two stories high to a concrete floor without damage; however, if an inmate is determined, they can be damaged enough to require repair. Should this occur, the facility will be required to fill out a damage report form. We will seek restitution from the inmate with the assistance of your agency. During the term of the contract, should the number of intentionally damaged tablets exceed 10% of the original provided tablet inventory for a given twelve (12) month period, the facility will be responsible for the cost of the new replacement tablets.

SmartKiosk™ and Secure Network

31. As a complement to Provider's SmartTablets™, Provider will additionally deploy a limited number of SmartKiosks™ devices in Customer's facility in quantities and at the locations as agreed by the Parties following Provider's technical review and walkthrough.

32. The SmartKiosk™ system and its supporting infrastructure are provided at no cost to Customer or inmates.

33. The SmartKiosk™ is a custom, ruggedized and correctional grade kiosk of Provider's custom specifications that will connect to its secure network.

34. The SmartKiosk™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to Provider's dedicated secure wireless network within the facility.

35. The network itself is designed to facilitate applications within a corrections environment. Provider utilizes a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. Provider utilizes a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

36. Each SmartKiosk™ is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use the Kiosk. Customer shall determine which inmates have access to the SmartKiosks™.

37. Provider shall also supply and deploy a kiosk in the booking area to facilitate bond transactions.

SmartInmate™ Electronic Messaging

38. Provider will provide a fully functional electronic messaging system for the inmates of the Customer's Facility (SmartInmate™). Provider is responsible for providing and installing all of the hardware, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be exclusively entitled to all revenue derived from electronic messaging and photo delivery.

39. Provider will provide at no cost to Customer the labor for the installation of the SmartInmate™ electronic messaging system.

40. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the electronic messaging system.



41. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the electronic messaging system at the Customer's Facility. These costs do not include the costs of the actual electrical power.

42. Provider will provide each inmate at Customer's Facility with credits for two (2) messages per week at no charge, to satisfy the needs of indigent inmates.

43. Customer shall have the capability of monitoring and reviewing all electronic messages and attachments sent through the electronic messaging system, except those messages deemed to be privileged under law between attorney and client. Further, Provider will maintain a record of all electronic messages sent through the electronic messaging system for a period of seven (7) years from the time the message is sent.

44. Friends and Family can access the electronic messaging and photo delivery system via the SmartInmate.com website.

45. Electronic Messaging. Each email message is billed at fifty cents (\$0.50), which corresponds to 50 credits.

46. Photo Delivery Service. Each approved photo is billed at one dollar (\$0.50), which corresponds to 50 credits.

Customer's Responsibilities (SmartInmate™ Electronic Messaging)

47. Customer will provide access to the Customer Jail Facilities and space within the Facilities, subject to operational security requirements, for Provider to install, network, and maintain the electronic messaging system. Emergency access to the system will be granted as needed Monday through Friday 8:00 am to 4:00 pm. Non-emergency access will be granted within twenty-four (24) hour notice by Provider.

48. Customer will include information regarding the SmartInmate™ messaging system in Facility's Inmate Handbook and in all other areas where information on the Inmate Telephone System is located.

49. Customer will provide information regarding the SmartInmate™ messaging system in at least one location next to the inmate mailing address on Customer's website, with a link to the SmartInmate.com website.

50. Upon completion of installation and appropriate system testing, Customer will allow the electronic messaging to go live within forty-eight (48) hours' notice of system availability.

51. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments. Provider will use this listing to ensure that each inmate is authorized to use only those kiosks and tablets appropriate to their housing assignment.

52. Customer will give prompt notice, in writing, to Provider of any trouble or irregularity in the functioning of the electronic messaging system, as a whole.

Video Visitation

53. Provider will provide at no cost to Customer a video visitation system for the inmates of Customer's Facility. Provider is responsible for providing all hardware (i.e. tablets and kiosks), the software (including the operating systems and application software), and all networking requirements needed for operation of the system. Provider shall have the exclusive right over any other vendor to provide the services of and to derive revenue from remote video visitation.

54. Provider's video visitation system will be accessible to inmates via Provider's SmartTablets™ and SmartKiosks™.



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55. Provider will provide at no cost to Customer onsite video visitation (public) kiosks and/or lobby kiosks in the quantity and at the locations as agreed by the Parties.
56. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the video visitation system, including any public or lobby kiosks.
57. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the video visitation system at Customer's Facility. These costs do not include the costs of the actual electrical power.
58. Provider will provide Customer with the capability of monitoring the video visitations, except those visitations deemed to be privileged under law between attorney and client. Provider will maintain a record of all parties of the video visitation system for a period of seven (7) years from the time of the visitation.
59. Friends and Family can access and purchase and schedule the video visitation sessions via the Smartjailmail.com website.
60. Remote video visitation will be made available to inmates 7 days a week, in keeping with the same hours and time availability of the inmate phone system.
61. Remote video visitation will be billed at \$0.20 per minute, subject to change by mutual agreement of the parties. Onsite video visitation shall be provided at no charge.

Grievances, General and Medical Requests

62. Provider shall provide at no cost to the Customer and Inmate electronic general and medical requests as well as well as electronic grievance forms via the SmartTablet™ or SmartKiosk™.
63. Provider's System presents Inmates with a list of available forms, and once a form has been selected and submitted, it is automatically routed to the appropriate person or department for processing.

Law Library

64. Provider shall provide access via the SmartTablet™ or SmartKiosk™ to a law library at no cost. The law library provides access to Federal and State statutes and case law, as well as a legal dictionary, practice manual, and other legal aides to assist inmates with researching material appropriate for their case.

Electronic Entertainment & Education

65. Provider shall provide access to its SmartEntertainment™ platform via the SmartTablet™ for streaming basic content (free) and premium content (at a rate of one cent (\$.01) per minute).
66. Provider will provide access to its extensive SmartEd™ educational platform via the SmartTablet™, where a full suite of Educational Programs can be made available.
67. Provider shall pay Customer a commission in the amount of fifty percent (50%) of revenue collected from streaming of premium entertainment content.
68. Provider shall pay commissions to Customer on a monthly basis, no later than thirty (30) calendar days from the end of each calendar month for which the entertainment services are provided.



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Commissary Hosting and Integration

69. At Customer's request, Provider will host Customer's commissary vendor's menu on Provider's system, at no cost to Customer.


70. At Customer's request, Provider will integrate with Customer's jail management system (JMS) at no cost to Customer.

Customer Training

71. Upon the installation of Provider's system, Provider shall provide Customer staff with extensive training for all services and features available to Customer pursuant to this Agreement. In addition, Provider will provide refresher or new training sessions to Customer staff as necessary, including as new staff is hired by Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: LaFayette County Sheriff's Office

By: 

Name: Jonathan Logan

Title: CEO

Date: January 18, 2023

Provider: Smart Communications Holding, Inc.

By: _____

Name: _____

Title: _____

Date: _____

f) Approve contract for interpreter service for E911. (Sheriff Joey East)



TELEPHONE INTERPRETER SERVICES AGREEMENT

LINGUISTIC SYSTEMS, INC. a Massachusetts corporation ("Company") and, a corporation on behalf of itself and its subsidiaries and affiliated companies, ("Customer"), agree to the terms and conditions set forth below in connection with "over-the-phone interpreting services" ("Services") requested by Customer and to be provided by Company:

1. **SERVICES:** The Services to be performed by Company shall consist of the provision of language-interpreting services over the telephone twenty-four (24) hours per day, each day during the term hereof, as requested by Customer. The Services shall be performed by Company in a manner consistent with the degree of care and skill standard in the language-interpreting services industry. Company randomly monitors interpreter calls for quality control purposes. Company warrants and represents that it can provide language-interpreting services for the languages listed in Schedule A.
2. **TERM AND TERMINATION:** This Agreement shall be in effect for a period of one (1) year commencing on ("the "Effective Date") and terminating on the day immediately preceding the first anniversary of the Effective Date ("Initial Term"). This Agreement may be extended for an additional one (1) year term ("Extended Term") beyond the Initial Term by written agreement of the Customer and Company. Customer and Company reserve the right to terminate this Agreement in the event the other party shall fail to perform any of the obligations in this Agreement (unless such failure is caused by a material act or omission by the party seeking termination) and, except as otherwise provided in Section 6, below, such failure shall continue for period of thirty (30) days after written notice thereof. Customer shall be liable for payment for all Services performed through the date of termination.
3. **FEES:** Customer will be billed according to the following rates:

Price per minute for LSI Telephone Interpreting will be \$1.45 per minute.

Monthly minimum charge will be \$35.00

Customer will be billed for the individual month's usage using the above price.

There shall be no price increase in the above pricing schedule during the Initial Term. Company will provide Customer written notice of any price increase to be effective during the Extended Term not less than sixty (60) days prior to the end of the Initial Term.
4. **INVOICES AND PAYMENTS:** Company will bill Customer monthly by invoice for Services provided. Payments by Customer are due by check within thirty (30) days of the invoice date. A finance charge may be assessed on all unpaid balances outstanding over thirty (30) days at the lesser of eighteen percent (18%) per annum (1-1/2 % per month) or the maximum amount permitted by law. Invoices over \$500 paid via credit card will incur a 3% credit card processing fee.

5. **INDEPENDENT CONTRACTOR:** The parties agree that Company's relationship to Customer is that of an independent contractor and that nothing contained in the Agreement shall be construed as creating any other type of relationship. Company may employ such arrangements as it deems appropriate with respect to the performance of the Services. Interpreters utilized by Company are not employees or agents of Customer in any respect. Company is responsible for the payment of compensation to its interpreters and for the withholding and remittance of all applicable federal, state or municipal taxes related thereto.
6. **USE OF SERVICE:** Customer shall not, for any reason, use Company's interpreters for illegal or improper purposes. Customer shall not at any time, separate and apart from this Agreement, solicit the services of any of Company's interpreters or hire, or attempt to hire, any of Company's interpreters. Notwithstanding the provisions of Section 2, above, a breach of any provision of this Section 6 shall be deemed a non-curable breach of this Agreement and Company may, by written notice, immediately terminate this Agreement.
7. **PROMOTION:** During the term of this Agreement, unless otherwise requested in writing by ... agrees that Linguistic Systems, Inc. may publicize the fact that Linguistic Systems, Inc. has entered into an agreement to work with ... by including only ... name, address, URL and a brief description of ... business on Linguistic Systems, Inc.'s website and in certain trade and main stream publications. Any additional disclosure of the terms of this Agreement or the relationship of the parties shall require IV Solutions LLC's and Linguistic Systems, Inc.'s prior written approval.
8. **CONFIDENTIAL INFORMATION:** For the purpose of this Agreement, and except as otherwise provided in Section 9, below, "Confidential Information" is defined as that information received by a party ("recipient") from the other party ("discloser") in written, graphic, tangible, electronic or magnetic form, and oral information, including, but not limited to, that which constitutes, represents, evidences, or records a scientific, technical, merchandising, production or management information design, process, procedure, formula, invention or improvement, or financial, or other business aspect or activity of the discloser, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons or entities not in some way affiliated with the discloser who could obtain economic value from its disclosure.
9. **UNAUTHORIZED USE OF SERVICE:** ... shall use the Services for its internal purposes only and will not resell the Services or use of the Services in any way that is prohibited by statute, regulation or other legal authority. Urgent Care of Idaho agrees to safeguard its Access Code(s) against use by unauthorized persons and ...shall be solely and fully responsible for charges resulting from use of its Access Code, whether or not such use is authorized. Urgent Care of Idaho shall indemnify, defend and hold Linguistic Systems, Inc. harmless for any damage, claim or cause of action resulting from or arising out ofs breach.
10. **INDEMNIFICATION:** Company shall indemnify and hold Customer harmless from any claim, action or expenses resulting from, and to the extent of, the gross negligence of Company in the provision of Services pursuant to this Agreement; provided, however, that Company's aggregate liability to the Customer for any such claim shall be limited to the lesser of (a) the amount paid by the Customer within the previous 12 months for the Services, or (b) \$5,000.00.

11. **FORCE MAJEURE:** Company shall not be liable or responsible in any way for any loss, injury, and/or damage, arising out of or relating to any Company failure of performance and/or delay resulting directly or indirectly from any cause which is beyond Company's reasonable control, including but not limited to: fire, explosion, lightning, power surges or outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Company control.
12. **LIMITATION OF LIABILITY:** Company makes no representation, warranty, or guaranty, express or implied, concerning the Services, including but not limited to the availability or timeliness of the performance of any Services and Company's liability, if any, arising as a result of any breach of this Agreement or otherwise, is expressly and specifically limited to the cost of any phone call or Service in question. In no event shall Company be liable for loss of revenue or profits or for any incidental, consequential, indirect, punitive or special damages, whether or not foreseeable or unforeseeable, claimed by or on behalf of Customer or its officers, agents, employees, directors or representatives. No action may be brought by Customer more than one (1) year after the cause of action has accrued.
13. **ASSIGNMENT:** This Agreement, and the rights and obligations hereunder, may not be assigned or transferred by either party without the prior written consent of the other party, except that either party may assign this Agreement to an affiliated company or in connection with the merger, consolidation or sale of all or substantially all of its assets.
14. **SEVERABILITY:** If any provision of this Agreement shall be construed to be illegal or invalid, the illegal or invalid provision shall be reformed to the extent possible to give its intended effect and/or meaning and all remaining provisions hereof shall continue in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party.
15. **WAIVER:** No waiver of any provisions of this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement. Failure to enforce any term of the Agreement shall not be deemed a waiver of future enforcement of that or any other term.
16. **GOVERNING LAW:** This Agreement shall in all respects be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws rules. The parties agree that the appropriate court in Middlesex County, Massachusetts shall have exclusive jurisdiction with respect to any controversy or dispute arising out of or relating to this Agreement not resolved by the parties hereto.
17. **DISPUTE RESOLUTION:** Any controversy or claim arising out of or relating to this Agreement shall be resolved by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then pertaining (available at www.adr.org), except where those rules conflict with this provision, in which case this provision controls. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitrator shall be selected within twenty business days from commencement of the arbitration from the AAA's National Roster of Arbitrators pursuant to agreement or through selection procedures administered by the AAA. Within 45 days of initiation of arbitration, the parties shall reach agreement upon and thereafter follow procedures, including limits on discovery, assuring that the arbitration will be concluded and the award rendered within no more than eight months from selection of the arbitrator or, failing agreement, procedures meeting such time limits will be designed by the AAA and adhered to by the

parties. The arbitration shall be held in Massachusetts and the arbitrator shall apply the substantive law of Massachusetts, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. Prior to appointment of the arbitrator or thereafter if he is unavailable, emergency relief is available from any court to avoid irreparable harm. THE ARBITRATOR SHALL NOT AWARD EITHER PARTY PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES. The prevailing party shall be reimbursed by the non-prevailing party, in proportion to the award, attorneys' fees and expenses.

Prior to commencement of arbitration, the parties must attempt to mediate their dispute using a professional mediator from AAA, the CPR Institute for Dispute Resolution, or like organization selected by agreement or, absent agreement, through selection procedures administered by the AAA. Within a period of 45 days after the request for mediation, the parties agree to convene with the mediator, with business representatives present, for at least one session to attempt to resolve the matter. In no event will mediation delay commencement of the arbitration for more than 45 days absent agreement of the parties or interfere with the availability of emergency relief.

- 18. MISCELLANEOUS PROVISIONS:** This Agreement and all schedules and attachments hereto constitute the entire agreement between the parties and supersedes all prior oral or written statements. This Agreement may be modified, amended or changed only by a written document signed by both parties hereto. This Agreement shall not create any benefits, rights, privileges, remedies or claims for, in, by, or on behalf of any parties who are not signatories to this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement:

CUSTOMER:

COMPANY:

LINGUISTIC SYSTEMS, INC.,
a Massachusetts corporation
260 Franklin Street, Suite 230
Boston, MA 02110

By: _____

By: _____

Print
Name: _____

Print
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A

BUSINESS SOLUTIONS COMMUNICATED IN 175 LANGUAGES

Acholi	Afghani	Afrikaans	Akan
Akateco	Albanian	Amharic	Anuak
Arabic	Armenian	Ashanti	Assyrian
Azeri	Bahasa (malaysia)	Bambara	Basque
Bassa	Belarusian	Bengali	Bosnian
Bulgarian	Burmese	Cambodian	Cape Verde Creole
Catalan	Cebuano	Chaldean	Chamorro
Chin	Chinese Cantonese	Chinese Mandarin	Chuukese
Croatian	Czech	Danish	Dari
Dinka	Dioula	Dutch	Estonian
Ewe	Farsi	Filipino	Finnish
Foochow (Fuzhou)	French	French Canadian	French Creole
Fulani	Fulde	Fur	Fuzhou
Ga	Garre	Georgian	German
Grebo	Greek	Guak	Guarani
Gujarati	Haitian Creole	Hakka	Hausa
Hebrew	Hindi	Hmong	Hungarian
Icelandic	Igbo	Ilocano	Indonesian
Italian	Japanese	Kannada	Karen
Karenni	Kazakh	Khmer (Cambodian)	Kinyarwanda
Kirundi	Korean	Krahn	Krio
Kunama	Kurdish	Lao	Latvian
Lingala	Lithuanian	Luganda	Luo
Macedonian	Malay	Malayalam	Maltese
Mam	Mandinka	Marathi	Marshallese
May-May	Mende	Mien	Mixteco (Alto)
Mixteco (Bajo)	Mizteco	Mongolian	More
Myanmar (Burmese)	Navajo	Nepali	Norwegian
Nuer	Oromifa	Pampangan	Pangasinan
Pashtu	Polish	Ponapean/Pohnpeian	Portuguese (Brazil)
Portuguese-European	Pulaar	Punjabi	Q'anjob'al
Romanian	Russian	Samoan	Sara
Serbian	Shanghainese	Shona	Sichuan
Sicilian	Sign	Sindhi	Sinhalese
Slovak	Slovene	Somali	Somali Bantu
Soninke	Sorani (Kurdish)	Spanish	Sudanese (Arabic)
Swahili	Swedish	Tagalog (Filipino)	Taiwanese
Tamil	Telugu	Teochew	Thai
Tibetan	Tigrinya	Toisanese	Tongan
Trukese	Turkish	Twi	Ukrainian
UnAssigned	Urdu	Uzbek	Vietnamese
Visayan	Welsh	Wenzhounese	Wolof
Xhosa	Xhemen	Yiddish	Yoruba
Zande	Zhangye	Zulu	