



COMMISSIONERS COURT CONTRACT FORM

CONTRACT SUMMARY

Approve and authorize the County Judge to sign Inmate Telephone Services. Extension One effective 10/01/13 thru 09/30/16.

ADDITIONAL BACKGROUND:

FISCAL IMPACT:

PRIOR COURT ACTION:

BASIC CONTRACT DETAILS

CONTRACT NO.: 2013-0468

CONTRACT TITLE: Detention Facility / Communications / Inmate Telephone Service / Amendment 2

SECOND PARTY: Digital Solutions, Inc./Inmate Telephone, Inc. (DSI-ITI)

CONTRACT TYPE: Contract Modification

TERM AND BUDGET DETAILS

TERM: 3 Years

EXTENSION OPTIONS (If Applicable):

EFFECTIVE DATE: October 01, 2013

EXPIRATION DATE (If Applicable): September 30, 2016

EXTENSION DEADLINE DATE (If Applicable):

AMOUNT: Revenue over \$2 million

APPROVALS

COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY: Holly Lytle

LEGAL REVIEW: Approved as to Form as Submitted

LEGAL REVIEW NOTES (If Applicable):

DATE: September 03, 2013

DIRECTOR/DEPARTMENT HEAD APPROVAL

The undersigned hereby certifies that he/she has read the contract, understands and approves the contract terms and conditions and further certifies that the contract conforms to the bid specifications, if any, and acknowledges that he/she is responsible for administering all terms and conditions.

DIRECTOR/DEPARTMENT HEAD/DESIGNEE: _____

DEPARTMENT CONTACT: Sanchez, Inez (Maria)

DEPARTMENT: Sheriff

DATE: September 10, 2013

AMENDMENT NO. 2 TO VENDING AGREEMENT

On the 5th day of May, 2008, the County of El Paso, Texas (hereinafter called "Customer") located at 500 E. San Antonio, El Paso, Texas 79901, and Inmate Telephone, Inc., now DSI-ITI, a subsidiary of Global Tel Link Corporation (GTL), (hereinafter called "DSI-ITI") located at 107 St. Francis Street, 33rd floor, Mobile, Alabama 36607 entered into a Vending Agreement (KK-08-123 attached hereto and made a part hereof for all purposes). The contract was amended on June 10, 2010 by acceptance of the assignment letter (KK-10-147 attached hereto and made a part hereof for all purposes). The Parties now desire to amend the Agreement for good and valuable consideration specified herein. All sections of the Agreement not specifically amended herein shall remain in full force and effect.

WHEREAS, the Parties have agreed to extend the term of the Agreement and to certain other changes, as further provided below.

NOW THEREFORE, in consideration of the promises and covenants set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. Customer has exercised its first renewal option, and the Agreement will accordingly renew upon the expiration of the current term for an additional three (3) years, beginning October 1, 2013 and ending September 30, 2016 ("First Renewal Term").
2. DSI-ITI will supply a PIN debit interface to Customer's commissary vendor, Aramark Services.
3. Within thirty days after the start of the First Renewal Term, DSI-ITI will pay Customer a signing bonus of **One Hundred Thousand Dollars (\$100,000)** as more specifically described in Section III A. of the Agreement. DSI-ITI will also pay Customer the sum of **Thirty Three Thousand Eight Hundred Fifty Two Dollars (\$33,852)** to help Customer defray its costs in connection with its purchase, installation, and first and second year support and maintenance of a Tyler Technologies Odyssey JMS Interface ("Interface"). The Customer acknowledges that DSI-ITI is not providing any equipment or service in connection with the Interface, and has agreed only that it will pay the amounts set forth in this Amendment. The Customer specifically agrees that i) DSI-ITI has no role, and is not responsible for any errors or omissions, in the selection, purchase, or performance of the Interface; ii) DSI-ITI is not responsible for installing, maintaining or repairing, or any warranties of, equipment or services purchased with the Interface; and iii) DSI-ITI has not made and does not make any representation or warranty whatsoever, and the Customer waives all rights it may have against DSI-ITI in law, regulation or contract, concerning the selection, suitability for a particular purpose, purchase, installation, performance, maintenance, repair, or warranty, of the Interface.

4. Beginning with the First Renewal Term, the commission paid to the Customer on gross billed revenue generated by collect, prepaid, and debit calls will increase to a rate of sixty two percent (62%), and DSI-ITI will provide a full time on-site inmate telephone system administrator.
5. As soon as reasonably practicable after the start of the First Renewal Term, DSI-ITI will upgrade the inmate telephone service platform installed at Customer facilities to the ICMv platform with three hundred and sixty five (365) days of online recording storage. The upgraded platform will have keyword search capabilities, and voice to PIN and Continuous Voice biometric features. DSI-ITI will also supply Customer unlimited searches for called party billing name and address, and the Data IQ™ Advanced Intelligence feature for analysis of data generated by the inmate platform. Finally, DSI-ITI will install forty seven (47) new inmate telephones at the new addition to the Customer's jail annex.
6. Following completion of the upgrade of the inmate telephone service platform, DSI-ITI will supply its OCS Leave Behind System, providing access to call recordings completed during the final 365 days DSI-ITI's prior system was operational.
7. As soon as reasonably practicable after the start of the First Renewal Term, DSI-ITI will make available for use pursuant to the Agreement the visitation scheduling software powered by Renovo®.
8. As soon as reasonably practicable following the Amendment Effective Date, DSI-ITI will make available its Connect2Talk features on all inmate calls. These features leverage the latest technology, facilitated by a third-party vendor, to bring together inmates and their families and friends. They create instant means for inmate families and friends with cellular telephones or a telephone number that cannot be billed through a local exchange carrier to communicate with the inmate without creating a prepaid account. They seek to introduce inmate family and friends to the inmate telephone system operated by DSI-ITI at Customer facilities. They also serve to encourage inmate family and friends to create AdvancePay accounts and pursue more regular contact with inmates. The Connect2Talk features enable a one-time payment process, facilitated by a third-party vendor, without forcing the inmate call recipient to create an account. The features provide two types of payment options. Collect2Card allows a recipient of an inmate telephone call to pay for a single inmate telephone call using a credit or debit card. Collect2Phone provides an inmate friend or family receiving a call on their cellular telephone to have the charge for the call billed to the cellular telephone bill. The third-party vendor identifies which calls are to cell phones and seeks the necessary consents to add an inmate call charge to the call recipient's wireless carrier telephone bill. Both methods enable instant communication without the need to create a prepaid account. The Connect2Talk features allow the Customer to capture revenue from calls that likely would not

have been completed. The compensation to Customer in connection with calls made using the Connect2Talk features is computed separately from compensation for all other types of calls, and consists of One Dollar and Sixty Cents (\$1.60) for each Collect2Card call and Thirty Cents (\$0.30) for each Collect2Phone call. This compensation method is in lieu of a commission on the revenue from the calls.

9. All software, documentation, and other intellectual property (collective the "IP") supplied or made available through this Agreement is being provided on a term license only, as long as this Agreement is in effect, and shall not constitute a sale of that IP. Nothing in this Agreement or through DSI-ITI's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by DSI-ITI and its licensors. During the term of this Agreement, DSI-ITI grants Customer a non-exclusive, non-transferable, license to use the IP solely for accessing the products and services supplied by DSI-ITI in the manner contemplated by this Agreement. Customer shall not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.
10. Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of DSI-ITI or Customer.
11. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Amendment No. 2 as of the last date provided below.

Company:
DSI-ITI, LLC

Premise Provider:
El Paso County, Texas

By: _____
Name: Anthony Bambocci
Title: President
Date:

By: _____
Name: Veronica Escobar
Title: County Judge
Date:



Digital Solutions / Inmate Telephone, Inc.

Offender Management System | Offender Communication System | Probation and Parole | Call Track | Juvenile Detention

8 June, 2010

FILED FOR RECORD
IN MY OFFICE
2010 JUN 22 PM 4:37
D. La. P. [Signature]
COUNTY CLERK
EL PASO COUNTY, TEXAS

El Paso County
Attn: County Judge
500 E. San Antonio, Suite 301
El Paso, TX 79901

Re: Request for Consent to Assignment of Contract(s)

To Whom It May Concern:

We are pleased to advise you that Digital Solutions, Inc., ITI Inmate Telephone, Inc. and the other entities identified on the next page as "DSI/ITI Entities" (the "DSI/ITI Entities") have entered into a strategic transaction with Global Tel*Link Corporation ("GTEL"), whereby DSI-ITI, LLC ("DSI-ITI"), a subsidiary of GTEL, has agreed to acquire, directly or through one or more affiliates (the "Acquiring Entities"), substantially all of the businesses of the DSI/ITI Entities. GTEL is a leader in the corrections telecommunications service industry. The DSI/ITI Entities are leaders in the development of offender management systems and other automation products for the corrections market. This transaction is expected to result in the building of an extraordinary company with the widest range of products and services available to the corrections market This transaction is subject to customary closing conditions and is expected to close later this year.

In connection therewith, we are requesting your consent to the assignment by the DSI/ITI Entities to one or more of the Acquiring Entities of all of the DSI/ITI Entities' right and interest in and to the contract(s) listed on Annex A hereto (the "Assigned Contract(s)") and your waiver of any violation or breach of, default under, the Assigned Contract(s), arising as a result of such assignment. As part of your consent and waiver, you confirm that (i) the Assigned Contract(s) are in full force and effect and (ii) the Assigned Contract(s) have not been modified or amended other than as identified in Annex A hereto. Your consent hereunder is conditioned on and will only become effective upon the closing of the transaction, upon which you hereby agree, consistent with the terms herein, to such assignment unconditionally and irrevocably, and the Acquiring Entities likewise agree to assume and perform all obligations and services arising under, in connection with and pursuant to the Assigned Contract(s), subject to the next paragraph.

It is the express agreement of the parties that the Acquiring Entities will not assume or otherwise be responsible for satisfying any obligations of the DSI/ITI Entities to you or any third parties, if any, arising (i) under the Assigned Contract(s) prior to the closing of the transaction or (ii) in connection with acts and/or omissions of the DSI/ITI Entities that occurred prior to the closing of the transaction.

KK10-147

This letter is intended to be a legally binding agreement among the parties hereto and shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without giving effect to any conflict of laws principles thereof.

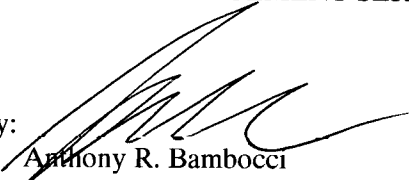
Please indicate your consent by signing two copies of this letter, retaining one for your files and returning the other to us at your earliest convenience. We greatly appreciate your prompt attention to this matter and look forward to continuing the relationship that the DSI/ITI Entities have developed with you. Please do not hesitate to call Anthony Bambocci at 814-944-0405 if you have any questions.

Sincerely,

DSI/ITI ENTITIES:

DIGITAL SOLUTIONS, INC.
ITI INMATE TELEPHONE, INC.
FORENSIC INTELLIGENCE DETECTION
ORGANIZATION LLC
INMATE FINANCIAL SOLUTIONS LLC
OFFENDER MANAGEMENT SERVICES, LLC

By:


Anthony R. Bambocci
Authorized Signatory

DSI-ITI, LLC

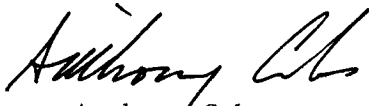
By:

Name:
Title:

ACKNOWLEDGED AND AGREED:

El Paso County

By:


Name: Anthony Cobos
Title: County Judge

Dated as of: [June 14], 2010

Annex A

Assigned Contract(s)
Vending Agreement-May 5,2008
Call Recording Agreement – May 5, 2008
Data Conversion Agreement – May 5, 2008

RECEIVED
MAY 20 10 29

**INMATE TELEPHONE, INC.
VENDING AGREEMENT**

THIS AGREEMENT is made on this 5th day of May, 2008, by and between **INMATE TELEPHONE, INC.** located at 4200 Industrial Park Drive, Altoona, PA 16602 (hereinafter "ITI") and **EL PASO COUNTY** located at 500 East San Antonio, El Paso, TX 79901 (hereinafter "Customer") (collectively, "the Parties").

WHEREAS, Customer operates the El Paso County Detention Facilities (hereinafter "Facility"), located at 601 E. Overland, El Paso, TX 79901 and 12501 Montana El Paso, TX 79938;

WHEREAS, ITI has developed a proprietary non-coin operated inmate telephone system (hereinafter, the "NCOTS") for use in inmate facilities;

WHEREAS, Customer wishes to establish an inmate phone vending arrangement to include coin and non-coin operated telephones for use by inmates at the Facility; and

WHEREAS, the Parties desire to enter into a written agreement setting forth their mutual rights and obligations with respect to the installation and operation of the NCOTS.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

I. TERM

The obligations of the Parties under this Agreement are effective as of the date hereof. ITI shall use reasonable efforts to install the NCOTS on or about 90 days from the Project Kick Off Meeting. This Agreement shall remain in force and effect for five (5) years from the date of installation of the NCOTS (hereinafter, the "Initial Term") and the Customer shall have the option to extend this contact for two additional three (3) years terms under the same terms and conditions as set forth herein. ITI shall send a written request to Customer at least 120 days prior to the termination of the current term asking that Customer exercise its option to extend the Agreement. If Customer does wish to exercise its option to extend the Agreement, Customer shall do so in writing at least ninety (90) days prior to the termination of the current term.

KK-08-123.

II. NCOTS INSTALLATION AND OPERATION

A. Customer grants to ITI the sole and exclusive right to install and operate all coin and non-coin operated telephones for use by inmates at the Facility or any additional facilities built or controlled by Customer during the Initial Term or any renewal or extension term of the Agreement. Customer agrees that the configuration of the NCOTS, including the number of telephones, shall be at the reasonable discretion of ITI based on system usage at the Facility. At a minimum, however, ITI agrees to maintain the existing number and location of telephones. Customer hereby grants to ITI reasonable access to and the use of the Facility for the installation and operation of the NCOTS. Customer further agrees to provide adequate space for the non-coin operated telephones that is easily accessible to the inmates, and adequate space for the equipment necessary to operate the NCOTS that is easily accessible to ITI or its designated representatives. Customer shall provide electrical outlets sufficient in number and capacity for operating the NCOTS and related equipment at Customer's expense. ITI's installation of hardware and software will include what work is necessary to ensure that all ITI hardware and software is capable of integration and interfacing with the Customer's existing jail management and commissary systems.

B. ITI shall be responsible for all line charges and any phone company charges related to the use of the NCOTS installed by ITI at the Facility.

C. ITI will be responsible for the replacement of all inmate and pay telephone equipment utilized in conjunction with the newly installed system.

D. Except as expressly otherwise provided in this Agreement, all phones, phone-related equipment, hardware and software installed by ITI, including the NCOTS, shall remain the property of ITI, and Customer warrants and represents that it shall not transfer, encumber, pledge, remove, relocate or grant any interest in the NCOTS, or any component thereof, without the express written consent of ITI.

E. Maintenance and repair of the NCOTS and related equipment installed by ITI shall be the responsibility of ITI, except that the cost of any repair or maintenance required due to the misuse or willful misconduct of Customer, its agents or employees, shall be the responsibility of Customer, and Customer shall be responsible for obtaining reimbursement, if appropriate. Customer will be charged for any repairs required due to the misuse or willful misconduct of Customer, its agents or employees, at ITI's standard rates, including travel and expenses. Any repair or maintenance required due to the misuse or willful misconduct of inmates shall be the responsibility

of ITI. ITI agrees to respond to minor service requests within twenty-four (24) hours and major outages within four (4) hours.

F. The Call Recording Agreement set forth in **EXHIBIT B** attached hereto is a part of this Agreement and is incorporated herein by reference, and Customer agrees to be bound by the terms of the Call Recording Agreement.

G. During the performance of this agreement, ITI agrees to provide an on-site technician that will be responsible for repair and maintenance of the inmate telephone system, associated instruments and pay telephone equipment. This employee of ITI will be dedicated to Customer on an average of two days (16 hours) per week to respond to trouble tickets and to perform preventive maintenance as deemed necessary by ITI. In addition this individual will be responsible for downloading recordings and providing testimony in court, as needed, as to the functionality of the system, the authenticity of the recordings, the authenticity of the data and other related topics concerning the NCOTS, as required by the Call Recording Agreement.

H. The Data Conversion Agreement set forth in **EXHIBIT C** attached hereto is a part of this Agreement and is incorporated herein by reference, and Customer agrees to be bound by the terms of the Data Conversion Agreement.

III. COMPENSATION

A. In consideration for granting ITI the exclusive right to operate the NCOTS at the Facility, ITI will pay Customer a signing bonus of \$ 200,000.00 within thirty (30) days of the execution of this contract. In the event the Customer terminates this Agreement without cause prior to the expiration date as set forth in Section I, for any reason other than ITI's default as defined, the Customer shall refund to ITI a pro rated share of the signing bonus per the schedule below:

Cancellation during Contract Year 1: \$ 200,000.00 reimbursement
Cancellation during Contract Year 2: \$ 160,000.00 reimbursement
Cancellation during Contract Year 3: \$ 120,000.00 reimbursement
Cancellation during Contract Year 4: \$ 80,000.00 reimbursement
Cancellation during Contract Year 5: \$ 40,000.00 reimbursement

In addition ITI will pay the Customer additional signing bonuses of \$100,000.00 for each of the executed three years extensions within thirty (30) days of the extension. In the event the Customer terminates this Agreement during an extension period prior to the expiration date for the extension period, for any reason other than ITI's default

as defined, the Customer shall refund to ITI a pro rated share of the signing bonus per the schedule below:

Cancellation during Year 1 of Contract Extension: \$ 100,000.00 reimbursement
Cancellation during Year 2 of Contract Extension: \$ 66,666.00 reimbursement
Cancellation during Year 3 of Contract Extension: \$ 33,333.00 reimbursement

In addition ITI will pay the Customer fifty-eight and one half (58.50%) percent of the gross billed revenue generated by collect and pre-paid calls and sixty-one (61.00%) percent of the gross billed revenue generated by debit calls made from the NCOTS at the Facility. Payments to Customer shall be due within thirty (30) days following the collection of records from the preceding month for the first year of the contract. For each subsequent year, at the beginning of said year, ITI, will pre-pay commission to the customer. This prepayment will be calculated by taking eighty percent of the previous year's earned commissions. At the end of that year, ITI will provide the Customer with the remaining commission owed for that year. Remaining commissions owed will be calculated by taking the total commission earned for the year minus that year's pre-payment. All commission payments shall be final and binding upon Customer unless written objection thereto is received by ITI within sixty (60) days of mailing of the commission payment to Customer by ITI. Upon request ITI shall provide Customer with an annual accounting of all revenue received under this Agreement.

B. In the event of a change, repeal, enactment or amendment of any statute or regulation by any governmental authority that increases ITI's costs to perform under this Agreement or reduces ITI's allowable rates that may be charged to NCOTS users, ITI shall be entitled to adjust the rates and terms of payment as set forth in Article III(A) above, to recover the increase in operating costs or to compensate for losses in revenues due to decreases in the rates chargeable to NCOTS users, said adjustment to take effect no earlier than fifteen (15) days after receipt by Customer of written notice of said adjustment. Any rate increase for reasons other than those stated herein shall be subject to Customer's written approval.

C. The NCOTS Rate Schedule set forth in Exhibit D attached hereto is a part of this Agreement and is incorporated herein by reference.

D. ITI shall provide Customer with the incentives listed in **EXHIBIT A** for Customer's use during the Initial Term of this Agreement. All incentives listed on **EXHIBIT A** shall remain the property of ITI through the end of this Initial Term. Customer understands and agrees that none of the incentives listed in **EXHIBIT A**

have any cash value and any products or services not delivered or used to the extent stated in **EXHIBIT A** shall not be redeemable for cash or other products and services, nor shall they have any credit value that can be used in exchange for other products or services.

E. Within thirty (30) days after the completion of the Initial Term of this Agreement, ITI shall transfer ownership to Customer of the equipment listed in **EXHIBIT A**, at no charge to Customer. Thereafter, Customer will be charged for any repair and/or maintenance to said equipment performed by ITI at ITI's standard rates, including travel and expenses, unless Customer has entered into a yearly Hardware Maintenance Agreement with ITI, in which case the terms of the separate agreement shall govern any maintenance and/or repair.

F. Customer agrees to insure the equipment listed in **EXHIBIT A** against the risk of loss commencing when Customer receives the equipment and continuing until such time as ownership of said equipment is transferred to Customer pursuant to this Agreement. Customer further agrees to name ITI as an additional insured on the policy insuring that risk until such time as ownership is transferred to Customer. Customer shall provide ITI with proof of insurance within thirty (30) days of receiving the equipment. ITI acknowledges that Customer is a self-insured governmental entity as allowed under Texas State law. ITI agrees that Customer, as a self-insured entity, does not need to purchase additional insurance to comply with this paragraph.

IV. TERMINATION

A. In the event of termination of this Agreement for any reason, Customer agrees to allow ITI access to the Facility in order to remove all equipment, hardware, and software which belongs to ITI. ITI agrees to remove its equipment within thirty (30) days after termination of the Agreement.

B. In the event Customer terminates the Agreement prior to the expiration of the initial term for reasons other than as provided in Section IV(D) below, Customer agrees to purchase the equipment listed in **EXHIBIT A** for the purchase price of Two Hundred and Forty Thousand, Eight Hundred and Four Dollars and Fifty Cents (\$240,804.50) less a discount as calculated below, with a maximum discount of Two Hundred and Forty Thousand, Eight Hundred and Four Dollars and Fifty Cents (\$240,804.50). The discount amount shall be calculated as follows: Four Thousand, Thirteen Dollars and Forty-one Cents (\$ 4,013.41) for each full month completed under this Agreement prior to the notice of termination; and at the option of Customer, an additional discount of TWENTY EIGHTY THOUSAND, FOUR HUNDRED AND

SEVENTY THREE DOLLARS AND NINETY CENTS (\$28,473.90), for each full year of maintenance and service that has not yet been performed. Customer shall have the option of purchasing the ITEMS listed in **EXHIBIT A** under the same pricing formula upon termination for cause by Customer.

C. Customer acknowledges and agrees that its liability in the event of a termination without cause prior to the expiration of the initial term shall include the cost of installing and removing all of ITI's phones and phone-related equipment (not including items on Exhibit A) at the Facility and ITI's corresponding loss of revenue (as measured by the gross revenue less the commission that would otherwise be due to Customer) for the lesser of 12 months or the number of months remaining under this Agreement. Customer hereby agrees that the cost of installing and removing the phones and equipment will be calculated as follows: \$45 per man-hour of labor multiplied by two (installation and removal) for each labor hour spent removing all phones, equipment, and software installed by ITI at the Facility (including without limitation the conversation recording equipment, the DSI Offender Trust/Accounting software, the Offender Management System, and all telephone related equipment and software installed by ITI). Customer also agrees to pay reasonable travel costs, equipment shipping costs and living expenses while on site at El Paso as incurred by the ITI's personnel who travel for removing the equipment.

D. This Agreement may be terminated for cause under the following conditions:

1. In the event a party believes another party is in material breach of this Agreement, that party shall give the breaching party written notice specifying the nature of the breach and an intention to terminate the Agreement if the breach is not cured in accordance with this provision. This written notice shall include, but is not limited to, a statement of the facts relating to the breach and the action required to cure the breach. The breaching party shall have thirty (30) business days from the receipt of such notice to cure the breach unless the breach is incapable of being cured within the thirty (30) business day period, in which case the Agreement may not be terminated if efforts to cure the breach are initiated within the thirty (30) business day period and diligently pursued to completion. If the breach is not cured within ninety (90) days after the receipt of written notice of the breach, the other party may terminate this Agreement effective immediately upon notice of termination to the breaching party.

2. In the event any party shall (i) become insolvent, be placed into liquidation, or receivership, or involuntary bankruptcy, or voluntarily engage in any procedure for the settlement or postponement of debts or be adjudicated bankrupt, or

(ii) commence dissolution proceedings, then the other party, as permitted by law, may terminate this Agreement and any and all obligations assumed hereby (except as otherwise expressly provided for herein) by giving notice as specified in Article IV(D)(1).

E. For the purposes of this provision the term "cause" shall not include nonperformance by ITI due to **FORCE MAJEURE CONDITIONS**, or any other causes beyond its control. Force Majeure Conditions include but are not limited to the following: Acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, acts or omissions of third parties, including suppliers and common carriers (collectively referred to as "Force Majeure Conditions").

V. LIABILITY

A. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ITI SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, CALL RECORDINGS, OR CALL DETAIL INFORMATION, OR PROFITS, OR FOR ANY OTHER LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OR INABILITY TO USE ITI'S NCOTS, RECORDING EQUIPMENT, INMATE TELEPHONE MANAGEMENT SYSTEM HARDWARE OR SOFTWARE, OR THE EQUIPMENT OR SOFTWARE PROVIDED UNDER EXHIBIT A, OR FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ITI'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL OF ALL SUMS TO BE RECEIVED BY ITI UNDER THIS AGREEMENT.

B. ITI SHALL INDEMNIFY AND HOLD CUSTOMER HARMLESS AGAINST ALL CLAIMS, LOSSES OR LIABILITY ARISING FROM CHANGES TO OR DESTRUCTION OF PROPERTY, OR INJURY TO PERSONS, OCCURRING AS A RESULT OF ITI'S NEGLIGENT INSTALLATION OF THE NCOTS.

C. ITI shall not be liable for interruption of service from any cause. In no event shall ITI be liable for holes in the walls or damage to floors or other damages that may result from the installation or removal of the phones using reasonable installation and removal techniques.

D. Customer agrees that ITI may reduce any amounts payable to Customer under Section III.A. of this Agreement by the amount of any loss reasonably incurred by ITI as the result of: i) Customer's use or alleged misuse of any call logs and/or designated conversations that may have been recorded and/or monitored, including any use of conversation recordings and conversation monitoring by any agencies and/or individuals involved in law enforcement; ii) any offender information that was inaccurately input by the Customer and/or the facility, and/or their respective employees and subcontractors; and iii) Customer's negligent acts or omissions.

VI. PROVISIONS RELATING TO INTELLECTUAL PROPERTY

A. Confidentiality. Each party to this Agreement acknowledges that during the course of the Agreement (or any renewals or extensions thereof), a party may disclose to the other party certain information and materials that are nonpublic, confidential, and proprietary in nature to the disclosing party (the "Proprietary Information"). The Parties agree that any Proprietary Information will be kept confidential and used by receiving party only in connection with this Agreement for purposes of installing, operating and/or maintaining the NCOTS and the Offender Management System (the "Permitted Purpose"), and the receiving party will not use the Proprietary Information in any way detrimental to the disclosing party or for the benefit of a third party. Only employees and authorized representatives of the receiving party who need to review the Proprietary Information in connection with the Permitted Purpose may access and view the Proprietary Information; provided, however, that such employees or representatives have executed non-disclosure agreements that substantially conform to this Agreement. The receiving party will not disclose the Proprietary Information or any portion thereof to any other person or entity without the disclosing party's prior written consent. The receiving party also agrees that it will use its reasonable commercial efforts to protect the secrecy and confidentiality of and avoid disclosure or use of the Proprietary Information, including without limitation, implementing reasonable commercial measures, which the receiving party uses to protect its own highly sensitive confidential information. Moreover, the receiving party agrees that it will not reverse engineer or disassemble, make or cause to be made derivative works of any kind from, or make copies of, the Proprietary Information, absent express written permission of the disclosing party. In the event of dissemination, disclosure, or use of the Proprietary Information that is not permitted by this Agreement, the receiving party shall notify the disclosing party immediately in writing and will use reasonable efforts to assist the disclosing party in minimizing the damage from such disclosure. Such remedy shall be in addition to and not in lieu of any other rights and remedies the disclosing party may have at law or in equity against

the receiving party. The receiving party will be solely responsible for any breach of this Agreement and in addition to the foregoing will, at its sole expense, take all reasonable measures including, but not limited to, court proceedings, to prohibit or prevent unauthorized disclosure or use of the Proprietary Information. The disclosing party shall use reasonable efforts to mark all Proprietary Information with appropriate markings to indicate its confidential status, and if any Proprietary Information is disclosed verbally, the disclosing party shall send a written confirmation within thirty (30) days providing a summary of the disclosed information and identifying the information as being Proprietary Information. In the case of the hardware and software incorporated into the NCOTS and the Offender Management System, the Parties agree that all such hardware and software is Proprietary Information (except to the extent visible without disassembly). The receiving party acknowledges and agrees that any and all Proprietary Information (including any intellectual property rights therein) is and will remain the sole property of the disclosing party. ITI agrees and acknowledges that Customer is a political subdivision of the State of Texas. As such, Customer is bound by the terms of the Texas Public Information Act (the "TPIA"). Thus, Customer only agrees to the terms of this section to the extent allowed under the TPIA, and to the extent that any requestor seeks Proprietary Information of ITI, Customer agrees to comply with the notice requirement of the TPIA.

B. Limited License. Customer acknowledges that the NCOTS and the Offender Management System incorporate confidential and proprietary hardware and software of ITI, which includes patented, patent pending, and/or copyrighted technology ("ITI's Proprietary Technology"). This Agreement entitles Customer to use ITI's Proprietary Technology solely for the operation of the NCOTS and the Offender Management System. No license, express or implied, in ITI's Proprietary Technology is granted to Customer other than to use ITI's Proprietary Technology in the manner and to the extent required for the operation of the NCOTS and the Offender Management System.

C. Ownership of Intellectual Property. Customer acknowledges and agrees that any and all intellectual property rights in ITI's Proprietary Technology is and will remain the sole property of ITI.

D. Restrictions. Customer agrees that it will not reverse-engineer, disassemble or decompile any equipment, component, or software which is part of the NCOTS and/or the Offender Management System.

E. No Source Code License. To the extent that the licenses hereunder reach any software, Customer acknowledges and agrees that the licenses granted hereunder

extend solely to such software in object form only, and that nothing in this Agreement shall be construed as granting any license whatsoever to the underlying source code that is used to generate any such software.

VII. MISCELLANEOUS

A. Authority. Each party to this Agreement warrants and represents that the party has the unrestricted right and requisite authority to execute, deliver and perform under this Agreement and to authorize the installation and operation of the NCOTS and related equipment in the Facility. Each party further warrants and represents that the execution of this Agreement has been duly authorized and that the signatory below has the legal authority to enter a binding contract on behalf of the party, and that all actions, resolutions and/or express authorizations required to be obtained prior to entering this Agreement have been taken, passed and/or obtained.

B. Governing Law. The terms of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the State of Texas, and the Parties irrevocably consent to the personal jurisdiction of the federal and state courts presiding in El Paso County, Texas.

C. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. Entire Agreement. This Agreement, including **EXHIBITS A through D**, and the Request for Proposal (RFP) and proposal submitted by ITI in RFP #07-097 which are incorporated herein, contain the entire agreement by and between the Parties hereto and replaces any existing agreements, oral or written, between the Parties concerning the subject matter herein. If there exists a conflict between this Agreement and the RFP and proposal, this Agreement governs.

F. Modifications. This Agreement cannot be varied or modified orally and can only be varied or modified by a written instrument signed by a representative of each party who has legal Authority to enter such Agreement.

G. Ownership of Equipment. During the term of this Agreement or any renewals or extensions thereof, the equipment installed in the Facility pursuant to this Agreement shall remain the sole and exclusive property of ITI, except for equipment identified in **EXHIBIT A** which ownership shall be governed by Article III(C)-(D).

H. Assignments. Neither party shall have the right to assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld.

I. No Waiver. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of the Agreement.

J. Dispute Resolution. Any and all claims or controversies arising out of or relating to the Agreement shall, upon the written request of any party, initially be submitted to a senior manager from each party, who will meet in person and confer in good faith to resolve the dispute within fifteen (15) business days following such notice. In the event the Parties cannot resolve any dispute, the Parties may pursue any available legal remedy consistent with this Agreement.

K. Notices. All notices required to be in writing herein shall be delivered by each party to the other party by registered mail at the following address.

If to ITI: Inmate Telephone Inc.
Attn: James Faith
Attn: James Rokosky
4200 Industrial Park Drive
Altoona, PA 16602

If to Customer: El Paso County
ATTN: County Judge
500 E. San Antonio, Suite 301
El Paso, Texas 79901

Copy to: El Paso County
ATTN: Communications Director
500 E. San Antonio, Suite 304
El Paso, Texas 79901

El Paso County Sheriff
ATTN: Assistant Chief of Detention Facilities
3850 Justice Drive
El Paso, Texas 79938

L. No Joint Venture. Neither this Agreement (or any renewal or extension thereof) nor the disclosure or receipt of Proprietary Information constitutes or implies any promise or intention to enter into a partnership, agency, employment, or joint venture relationship, or to make any investment in any entity, to purchase any products or services by any entity, or to offer any additional information, products, or services to any entity. The relationship hereby established between the Parties is that of independent contractors.

M. Interpretation. Section headings in this Agreement are for reference only and shall not be construed as modifying any provisions herein.

N. Survival. Sections IV(A)-(C), V(A)-(D), VI(A), (C)-(D), and VII(B) and (J) shall survive any termination of this Agreement (or any renewals or extensions thereof).

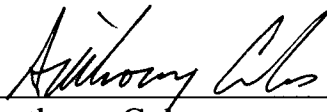
O. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one agreement.

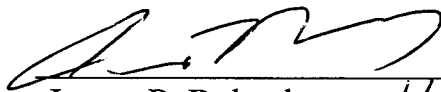
(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement the date first above written.

EL PASO COUNTY

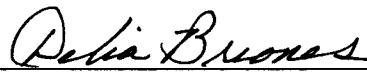
INMATE TELEPHONE, INC.

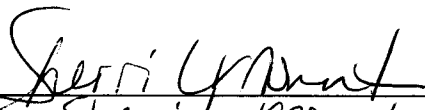
By: 
Name: Anthony Cobos
Title: County Judge

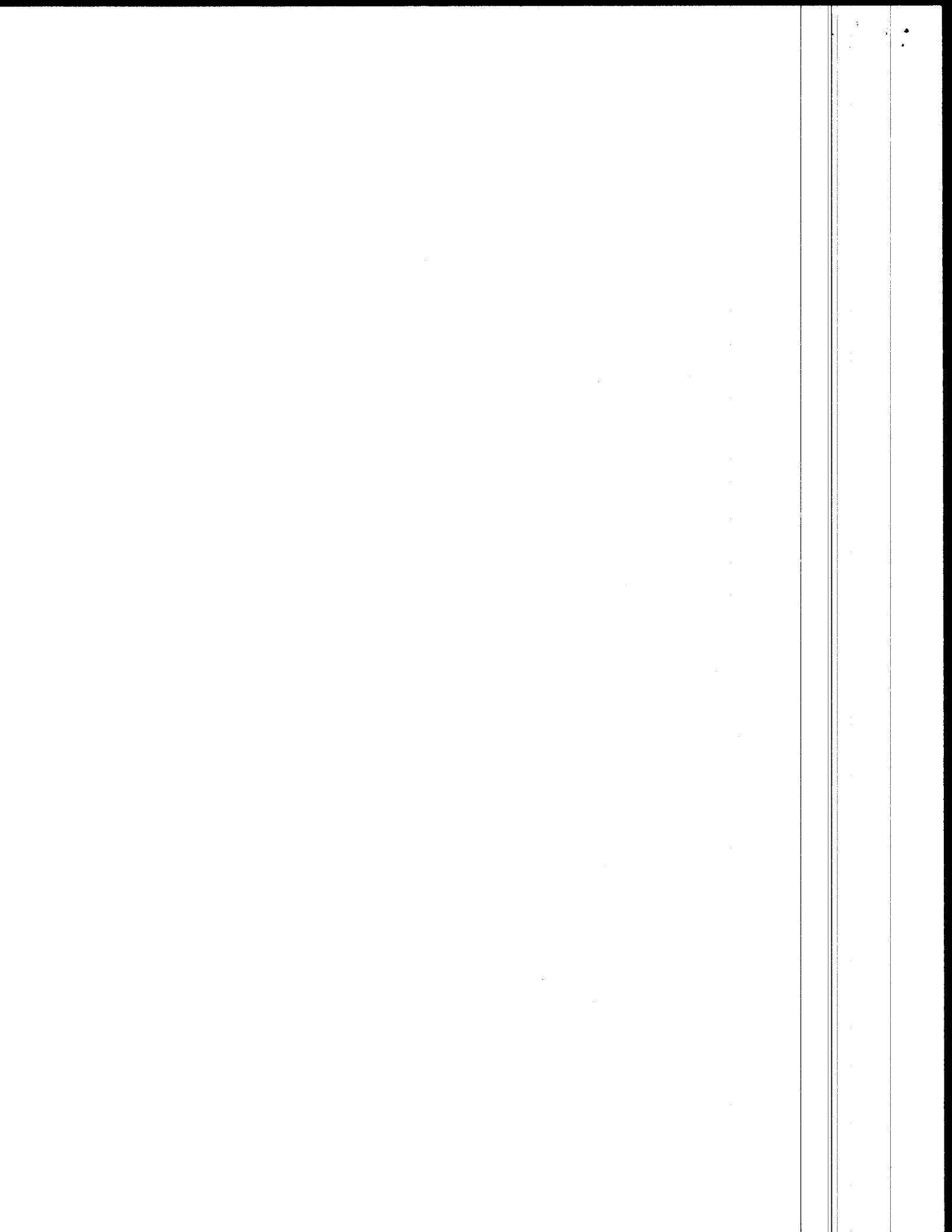
By: 
Name: James P. Rokosky 4/30/08
Title: Chief Operating Officer

ATTEST:

Witness:

By: 
Name: Delia Briones
Title: County Clerk

By:  4/30/08
Name: Sherril Mountain



**Exhibit A
Proposal
For
El Paso County**

SOFTWARE APPLICATION

Quantity	Description	Unit Cost	Ext. Cost
1	DSI Offender Trust / Accounting System License	\$115,000.00	\$115,000.00
TOTAL SOFTWARE APPLICATION FEE			\$115,000.00

DATABASE

Quantity	Description	Unit Cost	Ext. Cost
1	Oracle Standard Edition One (Unlimited Users License) Limited to Two (2) Processors	\$4,995.00	\$4,995.00
1	Oracle Standard Edition One Software Updates (Per Processor)	\$749.25	\$749.25
1	Oracle Standard Edition One Software Support (Per Processor)	\$349.65	\$349.65
TOTAL DATABASE FEES			\$6,093.90

ADDITIONAL SOFTWARE/HARDWARE

Quantity	Description	Unit Cost	Ext. Cost
1	Seagate Crystal Reports Professional (Single Users License)	\$540.00	\$540.00
1	PCAnywhere Version 10.5	\$225.00	\$225.00
TOTAL ADDITIONAL SOFTWARE			\$765.00

[Signature] 4/30/08

INTERFACES				
Quantity	Description		Unit Cost	Ext. Cost
1	The Software Group		\$25,000.00	\$25,000.00
TOTAL INTERFACE FEES				\$25,000.00

ADDITIONAL SERVICES				
10	Hour 24x7 Technical Support		\$175.00	\$1,750.00
20	Business Hour Technical Support (Excluding Holidays)		\$85.00	\$1,700.00
TOTAL ADDITIONAL SERVICES				\$3,450.00

CONVERSION				
Quantity	Description		Unit Cost	Ext. Cost
200	Data Conversion for Correctional Records from old systems. Enable on a per hour basis. To be quoted once the following has been supplied: -Sampling of Data from old system -Field Definitions -Volume of Records -Must be ASCII Delimited Text Format		\$135.00	\$27,000.00
TOTAL CONVERSION FEES				\$27,000.00

INSTALLATION				
Quantity	Description		Unit Cost	Ext. Cost
3	Day Installation of Software Products		\$1,000.00	\$3,000.00
10	Day Training on Software Products		\$1,000.00	\$10,000.00
5	Day On-Site When Going Live Training		\$1,000.00	\$5,000.00
5	Refresher Training (To be used 30 - 60 days after Go-live)		\$1,500.00	\$7,500.00
200	Project Management Services		\$135.00	\$27,000.00
TOTAL INSTALLATION FEES				\$52,500.00

ESTIMATED TRAVELING AND LIVING EXPENSES				
35	Hotel - \$120.00 per day for one individual		\$120.00	\$4,200.00
35	Food - \$45.00 per day for one individual		\$45.00	\$1,575.00
6	Airfare - \$500.00 roundtrip for one individual		\$500.00	\$3,000.00
35	Car Rental/Service - \$95.00 per day		\$95.00	\$3,325.00
TOTAL ESTIMATED TRAVELING AND LIVING EXPENSES				\$12,100.00

YEARLY FEES YEAR TWO				
Quantity	Description		Unit Cost	Ext. Cost
5	Hour 24x7 Technical Support		\$150.00	\$750.00
10	Business Hour Technical Support (Excluding Holidays)		\$85.00	\$850.00
1	Oracle Standard Edition One Software Updates (Per Processor)		\$749.25	\$749.25
1	Oracle Standard Edition One Software Support (Per Processor)		\$349.65	\$349.65
1	DSI Offender Trust / Accounting System License		\$21,275.00	\$21,275.00
1	Generic Interface		\$4,500.00	\$4,500.00
TOTAL YEARLY FEES YEAR TWO				\$28,763.90

YEARLY FEES YEAR THREE				
Quantity	Description		Unit Cost	Ext. Cost
5	Hour 24x7 Technical Support		\$150.00	\$750.00
10	Business Hour Technical Support (Excluding Holidays)		\$85.00	\$850.00
1	Oracle Standard Edition One Software Updates (Per Processor)		\$749.25	\$749.25
1	Oracle Standard Edition One Software Support (Per Processor)		\$349.65	\$349.65
1	DSI Offender Trust / Accounting System License		\$21,275.00	\$21,275.00
1	Generic Interface		\$4,500.00	\$4,500.00
TOTAL YEARLY FEES YEAR THREE				\$28,763.90

YEARLY FEES YEAR FOUR				
Quantity	Description		Unit Cost	Ext. Cost

5	Hour 24x7 Technical Support		\$150.00	\$750.00
10	Business Hour Technical Support (Excluding Holidays)		\$85.00	\$850.00
1	Oracle Standard Edition One Software Updates (Per Processor)		\$749.25	\$749.25
1	Oracle Standard Edition One Software Support (Per Processor)		\$349.65	\$349.65
1	DSI Offender Trust / Accounting System License		\$21,275.00	\$21,275.00
1	Generic Interface		\$4,500.00	\$4,500.00

TOTAL YEARLY FEES YEAR FOUR **\$28,473.90**

YEARLY FEES YEAR FIVE				
Quantity	Description		Unit Cost	Ext. Cost
5	Hour 24x7 Technical Support		\$150.00	\$750.00
10	Business Hour Technical Support (Excluding Holidays)		\$85.00	\$850.00
1	Oracle Standard Edition One Software Updates (Per Processor)		\$749.25	\$749.25
1	Oracle Standard Edition One Software Support (Per Processor)		\$349.65	\$349.65
1	DSI Offender Trust / Accounting System License		\$21,275.00	\$21,275.00
1	Generic Interface		\$4,500.00	\$4,500.00

TOTAL YEARLY FEES YEAR FIVE	\$25,473.90
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TOTAL INVESTMENT SUMMARY	
SOFTWARE APPLICATION FEES	\$115,000.00
DATABASE FEES	\$6,093.90
ADDITIONAL SOFTWARE/HARDWARE FEES	\$765.00
INTERFACE FEES	\$25,000.00
ADDITIONAL SERVICES	\$3,450.00
CONVERSION FEES	\$27,000.00
INSTALLATION FEES	\$52,500.00
TRAVELING AND LIVING EXPENSES	\$12,100.00
YEAR TWO - FIVE FEES	\$113,895.60
GRAND TOTAL	\$395,698.50

Exhibit B

**INMATE TELEPHONE, INC.
CALL RECORDING AGREEMENT**

THIS AGREEMENT is made on this the 5th day of May, 2008, by and between INMATE TELEPHONE, INC. located at 4200 Industrial Park Drive, Altoona, PA 16602 (hereinafter "ITI") and EL PASO COUNTY located at 500 East San Antonio, El Paso, TX 79901 (hereinafter "Customer") (collectively, "the Parties").

WHEREAS, Customer operates the El Paso County Detention Facilities (hereinafter "Facility"), located at 601 E. Overland, El Paso, TX 79901 and 12501 Montana El Paso, TX 79938;

WHEREAS, ITI has developed a proprietary inmate telephone system, including a software and hardware based Conversation Recording Technology System, including certain patent-pending features (collectively, the "CRTS") for use in inmate facilities;

WHEREAS, Customer wishes to utilize the CRTS to record telephone conversations of inmates at the Facility; and

WHEREAS, the Parties desire to enter into a written agreement setting forth their mutual rights and obligations with respect to the installation and operation of the CRTS.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. ITI shall provide conversation recording and/or monitoring services for designated conversations made through or stored in the ITI inmate telephone system at no additional cost to Customer.

2. The Customer agrees it shall be responsible for designating, and shall designate, through the Inmate Telephone Management System which conversations are to be recorded and/or monitored (the "designated conversations") and which conversations are privileged and not to be recorded or monitored.

3. ITI agrees, at no additional cost to Customer, to provide the CRTS that will record, solely at the discretion of ITI, the designated conversations to hard drive, tape drive, a network attached storage device (NAS) or a direct attached storage device (DAS) coupled to ITI's inmate telephone system or directly to Customer's network or to a Storage Area Network (SAN), located in ITI's Data Center. ITI agrees to provide storage for designated conversations for a maximum period of twelve (12) months unless a different period has been agreed to in writing by both Parties.

4. ITI and/or its subcontractors will use industry standard methods to store designated conversations on one of the storage devices referenced above, using RAID5 technology, Hot Swap and Hot Spare drives or other available technology. Though ITI does not normally provide backup services, ITI agrees to install and use a redundant storage device using RAID5 technology, Hot Swap and Hot Spare drives or other available technology. In particular, ITI will record designated conversations to an NAS, DAS or SAN as provided in section 3 above, and approximately every four (4) hours, ITI shall transfer all such recorded conversations from the NAS, DAS or SAN to each of two storage devices using RAID5 technology, Hot Swap and Hot Spare drives or other available technology. In the event of a system failure which results in the loss of any or all stored conversations, ITI, its subcontractors and Customer will rely solely on the duplicate backup data for recovery.

5. Because of the likelihood of background noise, line conditions, conditions on the destination phone which are beyond the control of ITI (including, for example, background noise that is intentionally caused by inmates), ITI offers no warranty as to the accuracy or reliability of its conversation recordings or the accuracy or reliability of the storage media on which the conversation recordings are stored, other than to warrant and represent that ITI shall install its conversation recording equipment in good operating order and ITI shall make any repairs in a prompt, reasonable time frame. In the event of a failure of one of the systems for any reason, including but not limited to a failure by ITI or its subcontractors to record, store and/or monitor designated conversations, Customer agrees that ITI shall not be liable for any claims of any nature as a result of conversations that were not recorded, monitored, lost or damaged for any reason. While the redundant backup procedure provided in Section 4 above does not eliminate all risk, the parties agree that providing an operational redundant backup system meets the Customer's needs for backup recovery.

Upon the request of Customer, ITI shall cooperate with Customer and/or any law enforcement officer, including giving testimony in a court proceeding to establish the authenticity, accuracy, reliability, validity and/or origin of any recording made by ITI for the benefit of Customer. ITI shall also provide reasonable cooperation in an effort to admit into evidence any recording made by ITI for the benefit of Customer. The requirement to give testimony set out in this paragraph shall survive the termination of this Agreement. In the event that after the termination of this Agreement Customer requests ITI to provide testimony in a court proceeding, ITI reserves the right to invoice Customer at the then prevailing rates for preparing for and giving testimony in connection with services performed under this Agreement, together with reasonable travel and per diem expenses at the standard Federal GSA rates.

6. PROVISIONS RELATING TO INTELLECTUAL PROPERTY

A. Confidentiality. Each party to this Agreement acknowledges that during the course of the Agreement (or any renewals or extensions thereof), a party may disclose to the other party certain information and materials that are nonpublic, confidential, and proprietary in nature to the disclosing party (the "Proprietary

Information”). The Parties agree that any Proprietary Information will be kept confidential and used by receiving party only in connection with this Agreement for purposes of installing, operating and/or maintaining the CRTS and the Offender Management System (the “Permitted Purpose”), and the receiving party will not use the Proprietary Information in any way detrimental to the disclosing party or for the benefit of a third party. Only employees and authorized representatives of the receiving party who need to review the Proprietary Information in connection with the Permitted Purpose may access and view the Proprietary Information; provided, however, that such employees or representatives have executed non-disclosure agreements that substantially conform to this Agreement. The receiving party will not disclose the Proprietary Information or any portion thereof to any other person or entity without the disclosing party’s prior written consent. The receiving party also agrees that it will use its reasonable commercial efforts to protect the secrecy and confidentiality of and avoid disclosure or use of the Proprietary Information, including without limitation, implementing reasonable commercial measures, which the receiving party uses to protect its own highly sensitive confidential information. Moreover, the receiving party agrees that it will not reverse engineer or disassemble, make or cause to be made derivative works of any kind from, or make copies of, the Proprietary Information, absent express written permission of the disclosing party. In the event of dissemination, disclosure, or use of the Proprietary Information that is not permitted by this Agreement, the receiving party shall notify the disclosing party immediately in writing and will use reasonable efforts to assist the disclosing party in minimizing the damage from such disclosure. Such remedy shall be in addition to and not in lieu of any other rights and remedies the disclosing party may have at law or in equity against the receiving party. The receiving party will be solely responsible for any breach of this Agreement and in addition to the foregoing will, at its sole expense, take all reasonable measures including, but not limited to, court proceedings, to prohibit or prevent unauthorized disclosure or use of the Proprietary Information. The disclosing party shall use reasonable efforts to mark all Proprietary Information with appropriate markings to indicate its confidential status, and if any Proprietary Information is disclosed verbally, the disclosing party shall send a written confirmation within thirty (30) days providing a summary of the disclosed information and identifying the information as being Proprietary Information. In the case of the hardware and software incorporated into the CRTS and the Offender Management System, the Parties agree that all such hardware and software is Proprietary Information (except to the extent visible without disassembly). The receiving party acknowledges and agrees that any and all Proprietary Information (including any intellectual property rights therein) is and will remain the sole property of the disclosing party. ITI agrees and acknowledges that Customer is a political subdivision of the State of Texas. As such, Customer is bound by the terms of the Texas Public Information Act (the “TPIA”). Thus, Customer only agrees to the terms of this section to the extent allowed under the TPIA, and to the extent that any requestor seeks Proprietary Information of ITI, Customer agrees to comply with the notice requirement of TPIA.

B. Limited License. Customer acknowledges that the CRTS and the Offender Management System incorporate confidential and proprietary hardware and software of ITI, which includes patented, patent pending, and/or copyrighted technology

("ITI's Proprietary Technology"). This Agreement entitles Customer to use ITI's Proprietary Technology solely for the operation of the CRTS and the Offender Management System. No license, express or implied, in ITI's Proprietary Technology is granted to Customer other than to use ITI's Proprietary Technology in the manner and to the extent required for the operation of the CRTS and the Offender Management System.

C. Ownership of Intellectual Property. ITI has applied for patent protection for certain of the features used in the CRTS. Customer acknowledges and agrees that any and all intellectual property rights in ITI's Proprietary Technology, including any patents that issue from pending patent applications, are and shall remain the sole property of ITI. Though no separate royalty is being charged for the use of the CRTS, the parties acknowledge and agree that a reasonable royalty associated with the CRTS is incorporated into the compensation being paid under the separate ITI Vending Agreement; in this sense, the CRTS is being provided at no additional royalty.

D. Restrictions. Customer agrees that it will not reverse-engineer, disassemble or decompile any equipment, component, or software which is part of the CRTS and/or the Offender Management System.

E. No Source Code License. To the extent that the licenses hereunder reach any software, Customer acknowledges and agrees that the licenses granted hereunder extend solely to such software in object form only, and that nothing in this Agreement shall be construed as granting any license whatsoever to the underlying source code that is used to generate any such software.

F. Ownership of Equipment. Except as expressly agreed in writing (whether in the ITI Vending Agreement, or a separate document), all phones, phone-related equipment, hardware and software installed by ITI, including the CRTS, shall remain the property of ITI, and Customer warrants and represents that it shall not transfer, encumber, pledge, remove, relocate or grant any interest in the CRTS, or any component thereof, without the express written consent of ITI. In the event of termination of this Agreement for any reason, Customer agrees to allow ITI access to the Facility in order to remove all equipment, hardware, and software which belongs to ITI. ITI agrees to remove its equipment within thirty (30) days after termination of this Agreement.

7. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ITI SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM THE INABILITY TO RECORD OR MONITOR CONVERSATIONS, LOSS OF DATA, OR THE USE OF ANY CONVERSATION RECORDINGS OR ANY CALL DETAIL INFORMATION, OR PROFITS, OR FOR ANY OTHER LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF OR INABILITY TO USE THE RECORDING HARDWARE OR SOFTWARE, OR FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. ITI agrees that any recorded or collected data is the property of Customer and will be turned over to Customer upon the termination of this Agreement. ITI further agrees that upon termination of this Agreement, ITI will assist any new vendor in the conversion of any recorded or collected data to the new vendor's system. Upon termination, ITI may retain a copy of the recorded and collected data to assist Customer with data conversion to a new vendor and/or to assist Customer with providing testimony regarding the conversations recorded during the term of this Agreement. The obligations and rights under this paragraph survive the termination of this Agreement.

9. Each party to this Agreement warrants and represents that the party has the unrestricted right and requisite authority to execute, deliver and perform under this Agreement. Each party further warrants and represents that the execution of this Agreement has been duly authorized and that the signatory below has the legal authority to enter a binding contract on behalf of the party, and that all actions, resolutions and/or express authorizations required to be obtained prior to entering this Agreement have been taken, passed and/or obtained.

10. The terms of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the State of Texas, and the Parties irrevocably consent to the personal jurisdiction of the federal and state courts presiding in El Paso County, Texas.

11. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.


12. To the extent that any terms of this Call Recording Agreement relating to conversation recording and/or monitoring are inconsistent with any terms of any separate ITI Vending Agreement, this Call Recording Agreement shall control. In all other respects the terms of the Vending Agreement shall govern, and the Vending Agreement shall continue in full force and effect, except as modified by this Call Recording Agreement.

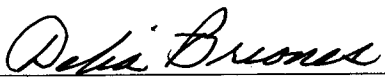
(SIGNATURES ON NEXT PAGE)

THE UNDERSIGNED, have duly executed this Call Recording Agreement on the day and year first written above.

EL PASO COUNTY


ATTEST:

By: 
Name: Anthony Cobos
Title: County Judge

By: 
Name: Delia Briones
Title: County Clerk

INMATE TELEPHONE, INC.

WITNESS

By: 
Name: James P. Rokosky 4/30/08
Title: Chief Operating Officer


By:  4/30/08
Name: Sherril L. mantain

Exhibit C

INMATE TELEPHONE, INC. DATA CONVERSION AGREEMENT

THIS AGREEMENT is made on this 5th day of May, 2008, by and between INMATE TELEPHONE, INC. located at 4200 Industrial Park Drive, Altoona, PA 16602 (hereinafter "ITI") and EL PASO COUNTY located at 500 East San Antonio, El Paso, TX 79901 (hereinafter "Customer") (collectively, "the Parties").

WHEREAS, The Customer's previous vendor maintained on behalf of Customer an electronic database of offender accounting information including but not limited to, for example, active inmates, inmate demographics, account balance, commissary orders, and account transactions;

WHEREAS, In connection with a certain Vending Agreement between ITI and the Customer, ITI has agreed to provide Customer, through ITI or its subcontractors, with a certain proprietary software application for use within the operations of the Customer's facility;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, and in view of other good consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. In connection with the installation of certain software applications in the Customer's Facility, ITI, and/or its subcontractors shall provide data conversion services to convert, to the extent reasonably and commercially feasible, the Customer's offender information currently in the possession of the previous vendor, and the Customer shall assist ITI, and/or its subcontractors in obtaining details regarding the format in which such offender information has been stored electronically. The Customer agrees to assign someone from the Customer or the facility that is familiar with the existing database and the data format of the offender accounting information so that the assigned person can provide assistance in data mapping and the exportation of the offender data. All data must be exported in an ASCII Comma Delimited format, or other format acceptable to ITI and/or its subcontractors.
2. Customer shall request that the previous vendor arrange for ITI and/or its subcontractors to have access to the then-current offender accounting information that is to be converted, and ITI and/or its subcontractors will convert the offender accounting information, to the extent reasonably and commercially feasible, for use with the software application that ITI and/or its subcontractors install in the Customer's facility.
3. Customer shall request the previous vendor to backup the information and turn it over to Customer prior to ITI's conversion. Customer shall also request the previous vendor to provide to Customer any updates that may be made to the offender information after the time that the then-current offender information is provided to ITI and/or its subcontractors for conversion. ITI shall not be responsible for backing up the electronic data prior to conversion or for tracking any updates in the electronic data after ITI is provided with a copy of the data for conversion.

4. Customer will cause the facility to reasonably cooperate with ITI and/or its subcontractors so that ITI and/or its subcontractors may test, convert, and install the offender accounting information. ITI and/or its subcontractors shall thoroughly test the converted data for accuracy before installation.

5. The Customer agrees that it shall be obligated to thoroughly test the converted data for accuracy and to bring any conversion errors promptly to the attention of ITI and/or its subcontractors. ITI and/or its subcontractor shall facilitate and assist customer with testing the converted data for accuracy.

6. Upon ITI's installation of the converted and tested data, the Customer will have thirty (30) calendar days to test the installed data for accuracy of data conversion. Customer shall itemize any conversion errors on or before the end of the thirty (30) day test period, or Customer shall be deemed to have accepted the data conversion. ITI shall have ten (10) days to correct any conversion errors. The exact format of the acceptance form shall be mutually agreed upon by the parties.

7. Because ITI and/or its subcontractors did not collect the offender information to be converted, ITI and/or its subcontractors offer no warranty as to the accuracy or reliability of the electronic data to be converted. After the Customer's acceptance of the converted data, ITI and/or its subcontractors offer no warranty as to the accuracy or reliability of the electronic data to be maintained.

8. It shall be the responsibility of the Customer and/or the facility to backup all electronic data relative to the accounting software solutions as part of a disaster recovery plan; the preceding provision does not obligate Customer to backup data relating to inmate telephone system (including, e.g., call recording data). In the event of a complete system failure which results in the loss of any or all data, ITI and/or its subcontractors and Customer will rely solely on the Customer's backup data for recovery of the offender information stored in the electronic database. In the event of a failure of that system for any reason, including but not limited to a failure by ITI and/or its subcontractors, its employees or subcontractors to accurately input offender information and/or maintain reasonable backup procedures, Customer agrees that ITI and/or its subcontractors shall not be liable for any claims of any nature as a result of offender information which is lost or damaged for any reason.

9. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ITI AND/OR ITS SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, CONVERSION OF DATA, OR USE OF OFFENDER INFORMATION, OR LOST PROFITS, OR FOR ANY OTHER LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OR INABILITY TO USE THE OFFENDER INFORMATION AND/OR THE STORAGE DEVICES UPON WHICH SUCH INFORMATION IS STORED, OR FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Each party to this Agreement warrants and represents that the party has the unrestricted right and requisite authority to execute, deliver and perform under this Agreement and to authorize the conversion of offender data and the installation of the converted data. Each party

further warrants and represents that the execution of this Agreement has been duly authorized and that the signatory below has the legal authority to enter a binding contract on behalf of the party, and that all actions, resolutions and/or express authorizations required to be obtained prior to entering this Agreement have been taken, passed and/or obtained.

11. The terms of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the State of Texas, and the Parties irrevocably consent to the personal jurisdiction of the federal and state courts presiding in El Paso County, Texas.

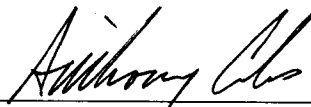
12. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.


13. To the extent that any terms of this Data Conversion Agreement are inconsistent with any terms of the Vending Agreement relating to the data conversion services, this Data Conversion Agreement shall control. In all other respects the terms of the Vending Agreement shall govern and continue in full force and effect.

THE UNDERSIGNED, have duly executed this Data Conversion Agreement on the day and year first written above.

EL PASO COUNTY

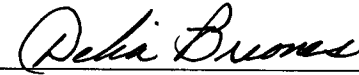
INMATE TELEPHONE, INC.

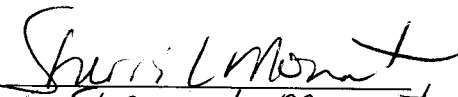
By: 
Name: Anthony Cobos
Title: County Judge

By: 
Name: James P. Rokosky 4/30/08
Title: Chief Operating Officer

ATTEST:

Witness:

By: 
Name: Delia Briones
Title: County Clerk

By:  4/30/08
Name: Sherril L. Mountain

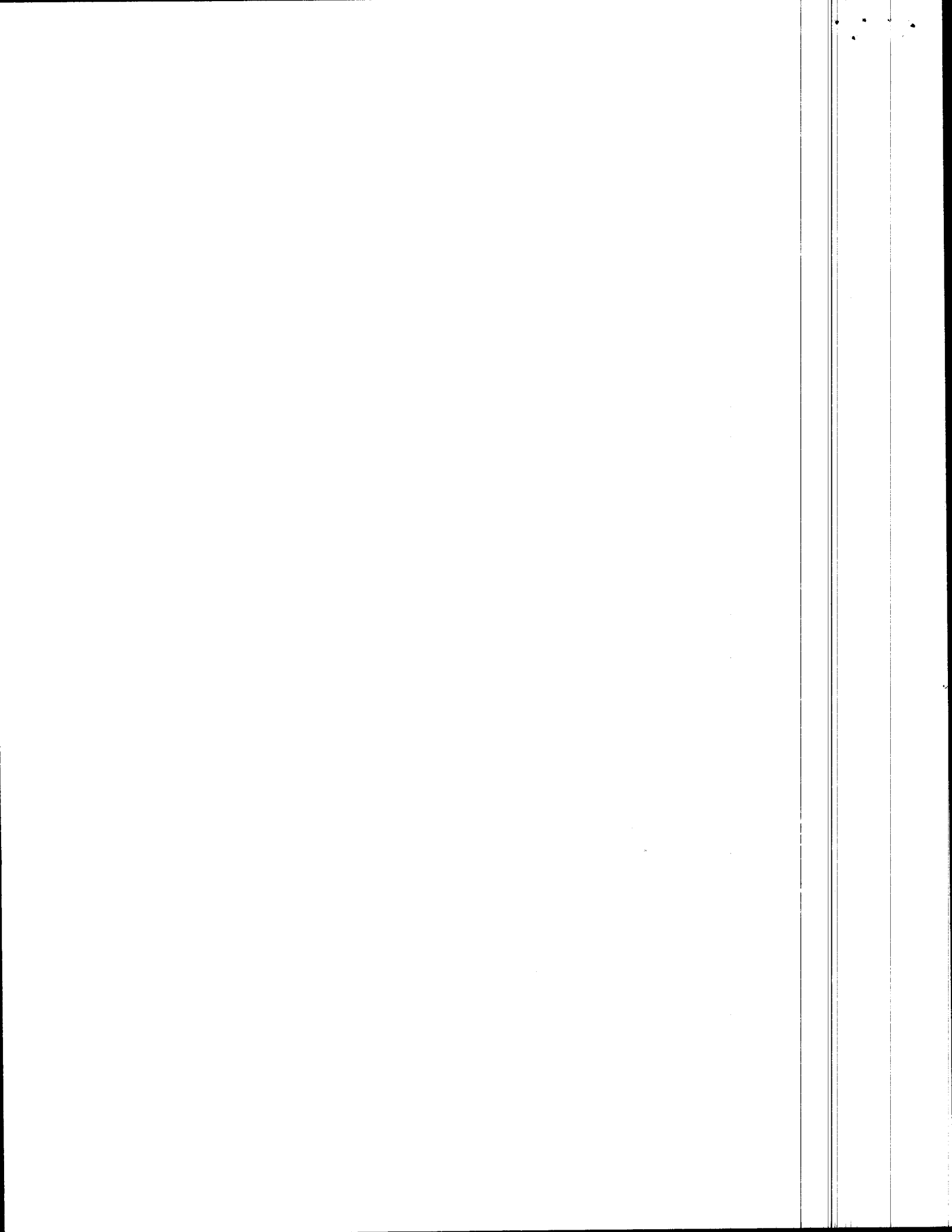


EXHIBIT D CALL RATES

LOCAL							
		DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL 15 MINUTES	ADDT'L MINUTE	INITIAL 15 MINUTES	ADDT'L MINUTE	INITIAL 15 MINUTES	ADDT'L MINUTE	
All	FLAT RATE	\$0.07	FLAT RATE	\$0.07	FLAT RATE	\$0.07	
Flat Rate on 15-minute call: \$4.10							
INTRALATA							
		DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE	
All	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	
Collect Call Operator Surcharge: \$4.00							
INTERLATA							
		DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE	
All	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	
Collect Call Operator Surcharge: \$4.50							
OUT-OF-STATE/INTERSTATE							
		DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE	
All	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89	
Collect Call Operator Surcharge: \$4.50							
		DAY		EVENING		NIGHT/WEEKEND	
MILES	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE	INITIAL MINUTE	ADDT'L MINUTE	
All	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	
For Debit Calls Only							
No Surcharge							

APN
4/30/08

