



**Combined Public Communications
Inmate Telecommunications General Service Agreement**

Combined Public Communications (hereafter "CPC"), an Ohio corporation with its principal place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 and the LaSalle County Sheriff's Office (hereafter "Customer") with its principal place of business at 707 Etna Road in Ottawa, Illinois 61350 agree as follows:

Exclusive Agreement:

Customer agrees to exclusively permit CPC to install the Inmate telecommunications system that will process collect calls, prepay and direct pay calls including local and long distance traffic and associated hardware and software within all pre-existing and future jail and/or detention facilities. CPC shall also be the exclusive provider of existing and future related inmate communications and personal inmate communication devices which include but not limited to voice, data and video. Voice includes phone calls, data includes messaging and email, video includes video calls. CPC and Customer agree that no other type of inmate personal communication device will be installed in the Jail for inmate use without written agreement between both parties.

CPC Equipment:

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

Customer Access to Equipment and Reports:

CPC will give Customer access to the inmate telephone platform that is password protected, allowing Customer's staff to monitor / record calls and run call detail reports. Call detail reports will be stored off site at a secure CPC location. CPC technicians will train Customer's authorized staff on the usage of the system.

Service Agreement:

All service and maintenance of the Inmate Telecommunications system will be the sole responsibility of CPC.

KIOSK and/or Vending Machine:

Customer agrees to exclusively permit CPC to install a KIOSK and/or vending machine(s) for the purpose of selling prepaid talk time minutes or any other inmate communication device to the inmate or friends and family. The KIOSK or vending machine location(s) will be agreed upon by Customer and CPC and remain operable and on site throughout the term of this Agreement. CPC technicians will service, stock and maintain the machine(s).

Agreement Term:

This Agreement will remain in force and effective for forty eight (48) months from the commencement date with an auto renew upon the same terms and conditions as set forth herein unless written notice is delivered to either party at least ninety (90) days prior to the initial term or any renewal term of this Agreement.

Commission:

Commission is paid monthly to Customer and is based upon sales and is agreed as follows:

Prepaid calls fifty percent (50%).

Prepaid Calling includes direct pay and all prepaid revenue streams which include: prepaid talk time sold over the phone from CPC's customer service center, prepaid talk time sold through the web site www.inmatesales.com, prepaid PIN debit from a KIOSK, prepaid talk time sold from the jail commissary and prepaid calling cards from a vending machine or KIOSK.

Voice Biometrics:

CPC will provide the voice biometric option for the initial term of this Agreement. Please see page six (6) of this Agreement for functions and capabilities.

Courtesy Calling Cards:

As a courtesy, if requested, CPC will provide monthly, complementary calling cards that permit local and long distance calling within the United States. The number of prepaid calling cards will be allocated monthly and based upon the average number of bookings per month; the complementary calling cards may be adjusted at CPC's discretion, depending upon the jail's needs.

Taxes, Regulatory & Network Fees:

Taxes, regulatory and service fees are deducted at the point of sale; network connection costs are deducted from the total revenue; these costs are not included in Customer's commission.

Calling Rates:

CPC will charge telephone rates allowed by tariff, if applicable. The rates may be amended by CPC and Customer.

Liability:

CPC will have no liability for damage to Customer's premises from the installation, use or removal of the inmate telecommunications system or associated equipment unless such damage is the result of negligence of CPC's agents or employees.

Indemnification

As further consideration for this agreement for installation of inmate telephones in the jail, CPC hereby agrees to indemnify and hold harmless Customer from any and all claims arising by reason of allegations of excessive charges in violation of any state or federal statute or regulatory ruling. In the event of future legislation or administrative regulation materially alters the charges which may be made by CPC, CPC agrees to abide by any such statute or ruling and bring their conduct of charges into compliance with said authority. In the event that any future legislation or administrative regulation materially alters the terms of this agreement, this Agreement shall, at the option of either party, be subject to re-negotiation between the parties.

Regulatory Changes:

In the event that new and/or revised government regulations prevent CPC from providing commission or services to Customer, CPC will have the right to renegotiate this Agreement with Customer.

Uncontrollable Circumstances:

CPC reserves the right to renegotiate this Agreement if circumstances arise outside our control related to acts of God, change in call rates, regulations, operations mandated by law, reduction in inmate population or capacity, material changes in jail policy or economic conditions.

Maintenance and Repair

CPC may remove or replace the inmate telecommunications system or associated equipment from any given location when damage to the system or associated equipment, whether by vandalism or otherwise, warrants removal. CPC, with the consent of Customer, may adjust the number of inmate telephones at the premises when in CPC's judgment the revenue generated by the existing inmate telephones warrants such adjustments.

Termination

Either party may terminate this Agreement in the event that the other party materially fails to perform its obligations under this Agreement and said material failure shall continue for a period of thirty (30) days after written notice to the defaulting party of said failure is given. In the event any governmental tariff or regulation prevents CPC from providing services or such tariffs or regulations make continuation of this agreement impractical for economic reasons or otherwise, then CPC at its sole discretion may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, Customer agrees to allow CPC access to the facility in order to remove all equipment, including but not limited to inmate telephones and all associated equipment. CPC agrees to remove the equipment within thirty days after termination of this Agreement.

Resolution of Disputes

Any and all disputes arising under this agreement shall be brought in a court of appropriate venue and competent jurisdiction.

Authority to Represent

Each party to this Agreement warrants and represents that they have the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the equipment.

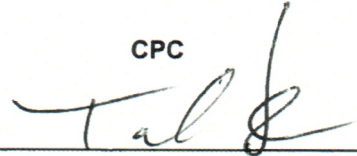
Furthermore, signing this document confirms to CPC that the detention facility described herein is not under a contract with any other inmate telephone provider. The undersigned has the authority and hereby directs CPC to install their inmate telephone system.


The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

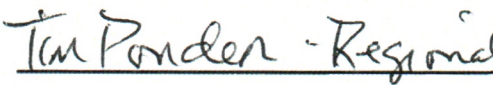
IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the 13 day of Sept, 2016 (the Commencement date). Any and all previous contracts and agreements entered into between these parties are null and void.

Signed this 20 day of April, 2016.

Customer
By: 
Signature

CPC
By: 
Signature


Print Name and Title

 - Regional Sales
Print Name and Title
Mgr.



LETTER OF AGENCY

This Letter of Agency (LOA) dated 4/20/16 between the LaSalle County Sheriff's Office "Customer" and Combined Public Communications (CPC) Inc., hereby grants CPC Inc. the authority to act as Customer's Agent for the coordination of all correction and public telephone activities. All information requested should be forwarded to: CPC Inc., PO Box 76573, Highland Heights, Ky. 41076. Customer hereby directs you, the Corrections Telephone and Payphone Services Provider (PSP) to forward to CPC Inc. at the above address any and all contract information (including, but not limited to effective and expiration dates, renewal and termination terms and conditions, and exclusivity clauses) pertaining to PSP and the Customer correction telephone and payphone location(s) listed below for the purpose of managing all activities relating to Customer's correction telephones and payphones. PSP's failure to respond with this information within seven (7) business days of receipt of this request shall be deemed by Customer and CPC Inc. to indicate that no such contract exists, or that the term of said contract has expired, or that PSP has abandoned its rights under said contract. Such failure to respond will result in action consistent with the absence of a contract, which may include the Customer's removal of your corrections telephone system, telephones and payphones from this location.

Notice: Effective on the date of this LOA, Customer hereby serves notice that it wishes not to renew any existing contract with PSP after the existing term.

Location / Address: LaSalle County Sheriff's Office
707 Etna Road
Ottawa, Illinois 61350

This authorization supersedes any previous Letters of Agency or Authorization Letters that may exist, and shall remain in effect until terminated by either party in writing.

LaSalle County Sheriff's Office
(Location Name)

Combined Public Communications

Customer Signature: _____

Agent Signature: Tim Ponder

Customer Name: _____
(print)

Agent Name: Tim Ponder
(print)

Customer Title: _____

Agent Title: Regional Sales Mgr

Date: _____

Date: 4/20/16



Call Rates

Prepaid calling within the U.S.

\$0.20 per minute

Prepaid International Calling

Begins @ \$1.00 per minute, a list of countries and costs will be supplied to customer

Service Level Agreement

Response time:

An individual phone outage:	24 hours
Section of the building outage:	4 hours
Complete system wide outage:	2 hours

A routine service failure with no impact on the administrative functions of the system such as an individual phone outage, repair time is 24 hours.

Commission Address

Name on Commission Check:

La Salle County Sheriff's Office

Commission Check Address:

707 Etma Rd
Ottawa, IL 61350

Voice Biometrics Functional Capabilities and Limitations:

- 1) An inmate is asked to record their first and last name three (3) times during the initial system registration. The more syllables the better the system will work.
- 2) After recording the voice print, the system at each subsequent call must speak the exact name or phrase spoke during the registration period Example below:
 - o John Jacob Jingleheimersmith vs. John J Jingleheimersmith – will not work
 - o John Jacob Jingleheimersmith vs supercalifragilisticexpialidocious – will not work
 - o John Jacob Jingleheimersmith vs John Jacob Jingleheimersmith- this will work
- 3) Having the initial registration take place in a quite area and then trying to voice verify in a noisy area can be problematic and vice versa.
- 4) A feature can be enabled so that an inmate has to randomly re-authenticate the voice verification during the call so that the phone cannot be handed off to a different inmate to “fool” the system.
- 5) If there is no jail management software (JMS) interface, the inmates must be manually “booked out” in the inmate telephone system (ITS) when they are released. If the inmate is not “booked out” whether manually or automatically via the JMS interface, the system will stop allowing new registrations until licenses are freed up by releasing inmates from the ITS system. Inmate’s that are registered in the system will continue to work with no issues.
- 6) When an inmate is released, the existing voice print is wiped from the server; if the inmate is readmitted to the facility, they will need to go through the registration process again.



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

WHEREAS, this addendum relates to the Inmate Telecommunications General Service Agreement originally entered into by Combined Public Communications, LLC (hereafter "CPC"), and the LaSalle County Sheriff's Office (hereafter "Customer") with its principal place of business at 707 Etna Road in Ottawa, IL 61350 with a Commencement Date of September 13th, 2016.

WHEREAS, Customer and Combined Public Communications (CPC), wish to amend the agreement.

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

Agreement Term

The initial forty-eight (48) month agreement term, with a Commencement Date of September 13th, 2016 will be extended by an additional forty-eight (48) months. Unless written notice is delivered to either party at least ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement, this Agreement shall automatically renew for a twelve (12) month term upon the same terms and conditions as set forth herein.

Commission

Beginning September 13th, ²⁰²⁰~~2016~~, commission will increase from fifty percent (50%) to sixty percent (60%) commission on all ITS prepaid talk time usage.


CPC View System

At no cost, CPC will install the CPC View System. See **Attachment A** for information related to CPC and Customer responsibilities regarding the CPC View System.

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

This Addendum entered into the month of 13, day of Sept and year of 2020.

Customer


Signature

T.J. Templeton Sheriff
Print Title and Name

Combined Public Communications, LLC


Signature

Tim Ponder - Regional
Print Title and Name
Sales Mgr



Combined Public
Communications

Combined Public Communications, LLC

Inmate Communications General Service Agreement

Addendum B: Attachment A – CPC View Responsibilities

WHEREAS, this Attachment relates to the Inmate Communications General Service Agreement originally entered into by Combined Public Communications, LLC ("CPC"), and the LaSalle County Sheriff's Office ("Customer") with its principal place of business at 707 Etna Road in Ottawa, IL 61350.

Equipment

CPC will provide, install, and maintain the CPC View In-Pod Kiosk Solution that includes up to twenty-four (24) View Units, twenty-four (24) stools, one (1) server and required bandwidth. The equipment will always remain the property of CPC.

Video Visitation

Feature	Rate	Commission
Onsite Video Visitation	n/a	n/a
Remote Video Visitation	\$0.20/min	20%

Customer should initial one of the following options regarding Video Visitation:

☒ Option 1: Customer agrees to utilize Remote Video Visitation along with Onsite Video Visitation.

☐ Option 2: Customer is not interested in utilizing Video Visitation.

Email

Feature	Rate	Commission
Email	\$0.50/email	n/a

Customer should initial one of the following options regarding this technology:

☒ Option 1: Customer agrees to utilize Email.

☐ Option 2: Customer is not interested in utilizing Email.

Fast Case Law Library

CPC will provide the Customer access to Fast Case Law Library Service (Service). The annual cost of this Service is based on the average daily population (ADP) of 165 inmates at one dollar (\$1.00) per inmate per month for a total of \$165 per month. The yearly Service fee will be deducted from the customer's monthly commission. This Service is subject to a monthly commission deduction on an annual basis. This service is subject to an annual ADP adjustment and will automatically renew on an annual basis. Customer should initial one of the following options regarding this technology:

☒ Option 1: Customer agrees to utilize this Service.

☐ Option 2: Customer is not interested in utilizing this Service.



CPC Responsibilities

CPC will provide and install the View units and associated operational hardware, provide ongoing service, support and maintenance throughout the term of the Agreement.

Customer Responsibilities:

It is the Customer's responsibility to stop, block, or reprimand behavior for videos, emails, email attachments, or any other communication passed on the View System that is considered to be inappropriate by the Customer.

Remote Video Visitation Storage

CPC will store remote video visits for ninety (90) days.

Customer

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Combined Public Communications, LLC

Signature: _____

Print Name: _____

Print Title: _____

Date: _____



Combined Public
Communications

CyberPath Services, LLC
An Affiliate of Combined Public Communications, LLC
Inmate Messaging Service

CyberPath Services, LLC, an affiliate of Combined Public Communications, LLC (Vendor) with its principle place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 agrees to provide a messaging service¹ for inmate usage called Chirping to the LaSalle County Sheriff's Office (Customer) with its principle place of business at 707 Etna Road in Ottawa, IL 61350 agree as follows:

Exclusive Agreement

Customer agrees to exclusively permit Vendor the right to install, support and maintain a messaging platform and service within all pre-existing and future jail and/or detention facilities.

Agreement Term:

This agreement will remain in force and effective for forty-eight (48) months from the Commencement Date. Unless written notice is delivered to either party at least ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement, this Agreement shall automatically renew for a twelve (12) month term upon the same terms and conditions as set forth herein.

Vendor Provides:

Vendor will provide, install and maintain Chirping devices, associated operational hardware, charging stations and transport containers (a tub and/or cart). Additionally, Vendor will provide ongoing service, support and maintenance of the Chirping devices and platform.

Customer Provides:

Customer provides a secure area for a tub and/or cart to store and charge chirping devices, as well as electric (AC) to charge devices, at no charge to Vendor; additionally, Customer will provide the labor to check the devices in/out and keep the chirping devices charged.

Chirping Rates, Funding & Fees:

Chirping rates include - four dollars (\$4.00) per month per chirping device and phone number, and ten cents (\$0.10) per chirp.

Chirping funds are added by friends and family through Vendor's customer service center or the inmatesales.com web site.

Funding fees include - a three-dollar (\$3.00) funding fee through inmatesales.com or a five dollar and ninety-five cent (\$5.95) fee through Vendors live representative customer service center, plus credit card fees.

Labor Reimbursement:

Vendor will pay Customer labor reimbursement in the amount of two cents (\$0.02) from every completed Chirp. To the extent that chirps are used from chargeback deposits, total chirp count will be adjusted for purposes of calculating the labor reimbursement.

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



Device Loss/ Damage & Replacement Policy:

Each device has a value of two hundred dollars (\$200.00). The inmate will be charged the device value if damaged or lost while assigned to him/her. The replacement cost will be deducted from the device account until paid in full before another device is assigned to the inmate.

Authority to Represent:

Each party to this Agreement warrants and represents that they have the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the equipment. The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the 14th day of December, 2020 (the Commencement date).

Customer

T. J. Thompson

Print Name, Title

[Signature]

Signature

10-12-2020

Date

Cyberpath Services, LLC

Tim Ponder Regional Sales

Print Name, Title

[Signature]

Signature

10/16/2020

Date



CyberPath Services, LLC
An Affiliate of Combined Public Communications, LLC
Inmate Messaging Service
Addendum A

WHEREAS, this is an addendum that relates to the Agreement originally signed on 10/12/2020 and 10/16/2020 for CyberPath Services, LLC, an affiliate of Combined Public Communications, LLC (Vendor) with its principle place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 to provide a messaging service¹ for inmate usage called Chirping to the LaSalle County Sheriff's Office (Customer) with its principle place of business at 707 Etna Road in Ottawa, IL 61350.

WHEREAS Customer and Vendor wish to amend the agreement.

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

Customer is requiring the Vendor to utilize the access points and network of Customer to run the Vendor's messaging service. Vendor will have no liability for damage to Customer's access points or network from the implementation, use, or support of the messaging service. It shall be the responsibility of the Customer to ensure the Customer's employees, contractors, or anyone in the facility follow and adhere to any security guidelines or protocols regarding this network that is fully out of the control of Vendor.

Since individuals will use the messaging service, Customer fully agrees to accept any and all liability for any and all individuals who may compromise the Customer's network, the Vendor's messaging service, or any related hardware and software that also utilizes the network or messaging service. This would include, but not be limited to, scenarios such as:

1. An inmate gaining access to Customer servers, data, internet access, or otherwise using a Vendor-provided medium of any kind that enables Vendor to deliver the messaging service
2. A staff member who shares network information with anyone who utilizes that information to gain access to Vendor's messaging service, methods, software, plans, or otherwise

Customer will indemnify, hold harmless and upon written request defend Vendor and its affiliates and the respective officers, directors, employees, agents and successors of Vendor and its from and against any and all actions, suits, proceedings, claims, demands, investigations, liabilities, damages, penalties, fines, judgments, settlements, costs and expenses (including, without limitation, any attorneys' and experts' fees and expenses) arising out of or relating to any claim that the messaging service furnished by Vendor under this Agreement caused any damages whatsoever to any Customer system, Customer services, individuals under Customer custodianship/guardianship, Customer employee or contractor, or Customer-related entity whatsoever.

Customer will abide by the following provisions for current and future wireless network(s) utilized by Vendor in the delivery of the messaging service:

1. Network Security
 - a. Customer will not broadcast the messaging service SSID so the network is not visible to any device scanning for wireless networks.
 - b. Customer will supply the Vendor with an SSID and password to Vendor specifications and will only share it with Vendor and only high-level officials of Customer with a need-to-know. This SSID will only be used by Vendor and no other system or service whatsoever unless otherwise agreed to prior to implementation. Customer and Vendor both have the responsibility to not share the SSID or password with anyone without a need-to-know.

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



Combined Public
Communications

- c. Customer will not limit the devices (type and quantity) that Vendor can add to the Customer-provided messaging service SSID or network so long as the devices are necessary for the Vendor to provide the messaging service
- 2. Network Support
 - a. Since Customer is requiring Vendor to utilize their network, Customer is responsible for fully supporting the network and all related components.
 - b. Vendor is only responsible for supporting the messaging service before it connects to the Customer network and for the device by which the messaging service is used.
- 3. Setup for devices and changes to wireless network
 - a. Customer acknowledges that the messaging service utilizes locked-down handheld devices that require setup at Vendor's office location.
 - i. Therefore, Customer agrees to provide Vendor with the SSID and password they will be utilizing for this messaging service. This is required for Vendor to setup devices prior to their delivery and deployment to Customer facility.
 - b. Customer further acknowledges that any changes to the wireless network will require each device to be reprogrammed.
 - i. Therefore, Customer agrees to not change the SSID or password for the messaging service wireless network the entire time the messaging service is installed.
 - ii. If circumstances outside of the control of Customer occur that do require this, Customer acknowledges that it will take significant time to reprogram the devices and, therefore, recognizes that down time will occur.
 - iii. If Customer chooses to alter the SSID or password, then Customer should give as much notice as possible, but not less than 30 calendar days, to Vendor of the change so Vendor can adequately prepare for the change and reprogram devices.

Vendor agrees that Customer wireless network access in no way indicates any ownership by Vendor of the current or future network(s) of Customer.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Addendum to be effective beginning on the signature date of the original agreement.

Customer

James J. Edwards
Print Name, Title

[Signature]
Signature

1/20/21
Date

Cyberpath Services, LLC

Jeremy Britton, Regional Sales
Print Name, Title

[Signature]
Signature

1/20/2021
Date



Combined Public Communications
Addendum #1 to Inmate Telecommunications General Service Agreement Executed and
Commenced Effective September 13, 2016

Combined Public Communications LLC (hereafter "CPC") with its principal place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 and the LaSalle County Sheriff's Office (hereafter "Customer") with its principal place of business at 707 Etna Road in Ottawa, Illinois 61350 agree as follows:

CPC will install and support CPC Investigative Toolbox (IT) as demonstrated and detailed within Exhibit A. CPC will implement a \$.01 per minute, non-commissionable rate increase to each prepaid inmate phone calls current rate, pursuant to the original Agreement, to fund this platform in its entirety. This Addendum does not require any changes to the original Agreement's Terms or Conditions. CPC-IT can be terminated without penalty at any time within the Terms of the original Agreement, as well as, extended within any renewals of the original Agreement.

WHEREAS CPC and Customer are parties to the Agreement and desire to amend the language and additions as stated herein.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Addendum to this Agreement.

Signed this 7th day of July 2017

Customer
By: [Signature]
Signature

CPC
By: [Signature]
Signature

Tim Templeton, Sheriff
Print Name and Title

Tim Ponden Regional Sales Mgr
Print Name and Title



CyberPath Services, LLC
An Affiliate of Combined Public Communications, LLC
Inmate Messaging Service
Addendum A

WHEREAS, this is an addendum that relates to the Agreement originally signed on 10/12/2020 and 10/16/2020 for CyberPath Services, LLC, an affiliate of Combined Public Communications, LLC (Vendor) with its principle place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 to provide a messaging service¹ for inmate usage called Chirping to the LaSalle County Sheriff's Office (Customer) with its principle place of business at 707 Etna Road in Ottawa, IL 61350.

WHEREAS Customer and Vendor wish to amend the agreement.

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

Customer is requiring the Vendor to utilize the access points and network of Customer to run the Vendor's messaging service. Vendor will have no liability for damage to Customer's access points or network from the implementation, use, or support of the messaging service. It shall be the responsibility of the Customer to ensure the Customer's employees, contractors, or anyone in the facility follow and adhere to any security guidelines or protocols regarding this network that is fully out of the control of Vendor.

Since individuals will use the messaging service, Customer fully agrees to accept any and all liability for any and all individuals who may compromise the Customer's network, the Vendor's messaging service, or any related hardware and software that also utilizes the network or messaging service. This would include, but not be limited to, scenarios such as:

1. An inmate gaining access to Customer servers, data, internet access, or otherwise using a Vendor-provided medium of any kind that enables Vendor to deliver the messaging service
2. A staff member who shares network information with anyone who utilizes that information to gain access to Vendor's messaging service, methods, software, plans, or otherwise

Customer will indemnify, hold harmless and upon written request defend Vendor and its affiliates and the respective officers, directors, employees, agents and successors of Vendor and its from and against any and all actions, suits, proceedings, claims, demands, investigations, liabilities, damages, penalties, fines, judgments, settlements, costs and expenses (including, without limitation, any attorneys' and experts' fees and expenses) arising out of or relating to any claim that the messaging service furnished by Vendor under this Agreement caused any damages whatsoever to any Customer system, Customer services, individuals under Customer custodianship/guardianship, Customer employee or contractor, or Customer-related entity whatsoever.

Customer will abide by the following provisions for current and future wireless network(s) utilized by Vendor in the delivery of the messaging service:

1. Network Security
 - a. Customer will not broadcast the messaging service SSID so the network is not visible to any device scanning for wireless networks.
 - b. Customer will supply the Vendor with an SSID and password to Vendor specifications and will only share it with Vendor and only high-level officials of Customer with a need-to-know. This SSID will only be used by Vendor and no other system or service whatsoever unless otherwise agreed to prior to implementation. Customer and Vendor both have the responsibility to not share the SSID or password with anyone without a need-to-know.

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



- c. Customer will not limit the devices (type and quantity) that Vendor can add to the Customer-provided messaging service SSID or network so long as the devices are necessary for the Vendor to provide the messaging service
2. Network Support
 - a. Since Customer is requiring Vendor to utilize their network, Customer is responsible for fully supporting the network and all related components.
 - b. Vendor is only responsible for supporting the messaging service before it connects to the Customer network and for the device by which the messaging service is used.
3. Setup for devices and changes to wireless network
 - a. Customer acknowledges that the messaging service utilizes locked-down handheld devices that require setup at Vendor's office location.
 - i. Therefore, Customer agrees to provide Vendor with the SSID and password they will be utilizing for this messaging service. This is required for Vendor to setup devices prior to their delivery and deployment to Customer facility.
 - b. Customer further acknowledges that any changes to the wireless network will require each device to be reprogrammed.
 - i. Therefore, Customer agrees to not change the SSID or password for the messaging service wireless network the entire time the messaging service is installed.
 - ii. If circumstances outside of the control of Customer occur that do require this, Customer acknowledges that it will take significant time to reprogram the devices and, therefore, recognizes that down time will occur.
 - iii. If Customer chooses to alter the SSID or password, then Customer should give as much notice as possible, but not less than 30 calendar days, to Vendor of the change so Vendor can adequately prepare for the change and reprogram devices.

Vendor agrees that Customer wireless network access in no way indicates any ownership by Vendor of the current or future network(s) of Customer.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Addendum to be effective beginning on the signature date of the original agreement.

Customer

James J. Edgerton
Print Name, Title

[Signature]
Signature

1/20/21
Date

Cyberpath Services, LLC

Jeremy Britton, Regional Sales
Print Name, Title

[Signature]
Signature

1/20/2021
Date