

2017 SEP 6 PM 3 10

**Lease and Services Agreement  
Woodbury County Sheriff Office  
WCSO0001**

This Lease and Services Agreement (this "Agreement") is by and between Woodbury County Sheriff Office ("you" or "Customer") and Satellite Tracking of People LLC ("we," "us," or "Provider"). This Agreement shall be effective as of the last date signed by either party (the "Effective Date").

Whereas Customer desires to lease and Provider has agreed to provide certain products for electronic monitoring of certain individuals (the "Enrollees") and provide related services, according to the terms and conditions in this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Products.** The following products are hereby leased from Provider to Customer pursuant to the pricing and volume commitments contained in Exhibit "A" and shall be serviced by Satellite Tracking of People LLC, a wholly owned subsidiary of Securus ("Securus"). Title to such products shall remain with Provider and shall be promptly returned by Customer to Provider upon expiration of this Agreement in its original condition, with only reasonable wear and tear excepted:

**ELECTRONIC MONITORING PRODUCTS AND SERVICE DESCRIPTIONS:**

**BLUtag.** BLUtag is a one-piece GPS device that allows for active, passive, or hybrid supervision and enables Customer's supervising agent to communicate with the enrollee through audible tones and or vibrations. The small, lightweight device detects and records four types of tampering and offers optional auxiliary equipment that can transmit data using landline phone service and can confirm an enrollee's location in areas that prevent BLUtag from receiving GPS signals.

**BLUband.** BLUband is a RF transceiver that transmits an encrypted signal picked up by BLUhome, our home-based RF receiver unit, to confirm when an enrollee enters or leaves their home.

**BLU+.** BLU+ is a dual radio frequency ("RF") and global positioning system ("GPS") monitoring device that allows a Customer's supervising agent to verify that an enrollee is at home and will also transmit a violation notice if the enrollee fails to arrive at scheduled, pre-determined Check-N™ locations outside of the home such as treatment sessions or work.

**BLUhome.** BLUhome is a home-based monitoring unit that receives data from BLUband and BLUtag through their encrypted RF signal. BLUhome transmits data to VeriTracks™ using either nationwide cellular phone service or landline phone service in the enrollee's home.

**BLUbox.** BLUbox is an optional GPS accessory used when an enrollee lives in a geographic area that obstructs the GPS signals but has good cellular phone coverage. This optional GPS auxiliary unit installs in the enrollee's home and provides additional confirmation of his or her location through an encrypted RF signal.

**Stalker Alert.** Stalker Alert is a notification device that notifies the Customer (and other local authorities designated by the Customer) when a victim's mobile exclusion zone is violated. The mobile-zone is created by the Customer's supervising agent as a multi-stage exclusionary zone that moves with the victim.

**VeriTracks™.** VeriTracks™ is a secure, user-friendly, cloud-based monitoring application that works with the Provider monitoring equipment. VeriTracks™ receives, distributes, and stores monitoring data and enrollee information (e.g. name, photo, phone number(s), physical characteristics, vehicle information).

**BLUscan.** BLUscan is a mobile monitoring unit that allows Customer's supervising agents to confirm the presence or absence of up to 16 BLUtag and or BLUband devices at one time, within a 300-foot range. BLUscan records the status of BLUtag and BLUband on a continuous or as needed basis and can store up to 5,000 events in its memory and can download that data to a computer.

**Monitoring Center Services.** Monitoring Center Services offer Customers additional support for the receipt and management of alerts from Provider RF and GPS monitoring devices. When a Customer elects to use Provider Monitoring Center Services, technicians in the Provider monitoring center will receive event notifications from monitoring devices and will conduct the initial evaluation and investigation of the alerts following protocols developed by the Customer. Customers determine the event types and hours alerts will be managed by the Provider Monitoring Center.

2. **Payment.** Provider will provide Customer with monthly invoices in accordance with Exhibit A. Customer invoices are due and payable in full when presented. Customer is responsible for sales or use tax, if any, or any other similar state taxes or fees on the transactions hereunder.
3. **Shipping.** Unless otherwise agree to by Provider, shipping of the above noted products will be done in accordance with Provider's standard shipping terms of 2nd day delivery processed the business day following receipt of the order. Provider will pay shipping costs for faulty equipment returned for repair or replacement.
4. **Customer's Obligations.** In addition to any obligations and responsibilities otherwise noted herein, Customer understands and acknowledges that during the term of this Agreement and any renewals thereof, it (a) is has complete

authority and responsibility for the selection, management and administration of Enrollees, including but not limited to monitoring, (b) designating the monitoring level for all Enrollees monitored with the leased products, (c) identifying and making available Customer's staff during the term of this Agreement, (d) establishing alert notification protocols and parameters.

5. General Compliance Obligations. Customer understands, acknowledges and agrees that it is Customer's sole responsibility to comply with any and all Federal, state and local laws, rules, regulations and policies applicable to the use of any Provider electronic supervision products and services ("Provider Technologies"), including, without limitation, all such laws, rules, regulations and policies or other requirements (i) governing or restricting electronic supervision of individuals, (a) relating to privacy, consumer protection, marketing, and data retention and security, and (b) applicable to Customer's access to and use of any information obtained in connection with or through the Provider Technologies ("Applicable Rules"). Customer further acknowledges, understands and agrees that Provider makes no representation or warranty as to the legality of the use by Customer of the Provider Technologies or any information collected, accessible or otherwise obtained in connection with or through such use ("Provider Information"). Provider shall have no obligation, responsibility, or liability for Customer's failure to comply with any and all Applicable Rules as a result or arising out of virtue of Customer's use of the Provider Technologies or Provider Information.
6. Security of Information. Customer acknowledges that the Provider Information includes personally identifiable information ("PII") and that it is Customer's obligation to keep all such PII secure by taking all commercially reasonable means to ensure that access is limited only to those authorized individuals or organizations. Accordingly, Customer shall (a) restrict access to the Provider Technologies and Provider Information to those law enforcement personnel who have a need to know or are otherwise expressly authorized as part of their official duties; (b) ensure that its employees (i) obtain or use Provider Information solely and exclusively for lawful purposes and (ii) transmit or disclose any such Information only as permitted or required by Applicable Rules; (c) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Provider Technologies and Provider Information (whether in electronic form or hard copy); (d) notify Provider immediately of any such unauthorized access or use of the Provider Technologies or Information that Customer discovers or otherwise becomes aware of; and (e) unless otherwise required by Applicable Rules, delete or otherwise purge all Provider Information stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or, if a longer period is authorized or required by Applicable Rules, upon expiration of such longer period.
7. Technology Limitations (Coverage and Battery Life). Customer understands and acknowledges the limitations of the Global Positioning System ("GPS") technology and the Radio Frequency ("RF") technology employed and relied upon by the Provider Technologies. Customer understands and acknowledges that the Provider Technologies depend upon strong wireless signal coverage and that both natural and man-made variables can adversely impact or block GPS and cellular signals for brief or extended periods of time, which can lead to inaccurate data being recorded or made available through the use of Provider Technologies. Customer understands, acknowledges and agrees that GPS signals may become distorted as they reflect off natural and man-made objects (e.g., mountains, rocks, and buildings) and may be lost when the GPS unit loses line-of-sight of the GPS satellite, which can occur, for example indoors, underground, in tunnels, or underwater. Customer understands, acknowledges and agrees that lost coverage may also occur in rural areas that do not have strong GPS or wireless coverage.  
  
Customer further understands, acknowledges and agrees that (a) Provider Technologies are battery-powered and that an offender's failure to charge the battery on a Provider Technology device renders the transmitter and device useless and (b) the offender may tamper with the device or otherwise impede the device's ability to receive and transmit the GPS signal.
8. Condition of Provider Information. Customer understands and acknowledges that all Provider Information used and obtained in connection with the Provider Technologies is "**AS IS**." Customer further understands and acknowledges that Provider uses data from third-party sources, which may or may not be complete and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of Provider Information Technologies. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Provider Technologies which may be otherwise available.
9. Modification and Termination. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any of the features that are currently part of the Provider Technologies. Moreover, if Provider determines in its sole discretion that the Provider Technologies and/or Customer's use thereof (1) violates the terms and conditions set forth herein or (2) violates any Applicable Rule or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Provider Technologies and shall have no further liability or responsibility to Customer with respect thereto.
10. Limitation of Liability And Warranties. Provider expressly disclaims any warranty that the Provider Technologies are impervious to tampering. Customer acknowledge understands and agrees that the Provider Technologies do not prevent offenders from committing harmful, tortious, or illegal acts and that Provider expressly disclaims any liability for any harmful, tortious, or illegal acts committed by such offenders. In no event does Provider assume or bear any responsibility or liability for acts that may be committed by third parties or persons subject to or using the Provider Technologies or Provider Information.

Provider shall have no liability to Customer (or to any person to whom Customer may have provided Provider Information) for any loss or injury arising out of or in connection with the Provider Technologies or Customer's use thereof for which duty to fulfill lies with Customer. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the Provider Technologies, regardless of the cause of the loss or injury and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount of insurance coverage. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROVIDER TECHNOLOGIES OR ANY PROVIDER INFORMATION.

11. Indemnification. To the extent allowed by law, customer hereby agrees to protect, indemnify, defend, and hold harmless Provider and officers, directors and employees from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of any of the Provider Technologies or Provider Information.
12. Term. The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is thirty six (36) months thereafter unless terminated or renewed as provided herein. Following the Initial Term, this Agreement shall automatically renew for succeeding one (1) year periods on each anniversary of the Effective Date unless otherwise terminated by either party upon thirty (30) days written notice. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
13. Ownership and Use. Any and all systems, applications and software that is used by Provider to provide services to Customer under this Agreement shall at all times remain Provider's sole and exclusive property. Provider (and its licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the software and any copies, custom versions, modifications, or updates of the software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's applications, the system, and our other products and services (collectively, the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.
14. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon ten (10) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the ten (10) day cure period shall be extended to thirty (30) days if the default is not reasonably susceptible to cure within such ten (10) day period, but only if the defaulting party has begun to cure the default during the ten (10) day period and diligently pursues the cure of such default. Notwithstanding, either party may terminate this Agreement without cause for any reason upon ninety (90) days advance written notice to the other party of its intent to terminate.
15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.
16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.
17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.
18. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
19. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. The venue for any dispute shall be Woodbury County, Iowa. 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 this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain

EXECUTED as of the Effective Date.

**CUSTOMER:**

**[CUSTOMER]** WOODBURY COUNTY SHERIFF'S OFFICE

By: *Dave Drew*  
Name: DAVE DREW  
Title: SHERIFF  
Date: 8.29.2017

Customer's Notice Address:

P.O. Box 3715  
SIOW CITY, IOWA 51102

**PROVIDER:**

Satellite Tracking of People LLC  
By: *Greg Utterback*  
Name: Greg Utterback  
Title: Chief Development Officer  
Date: 9/5/17

Provider's Notice Address:

Securus Technologies, Inc.  
4000 International Parkway  
Carrollton, TX 75007  
Attention: General Counsel  
Phone: (972) 277-0300

Provider's Payment Address:

Satellite Tracking of People LLC  
PO Box 639098  
Cincinnati, OH 45263-9098

**Please return signed contract to:**  
**Satellite Tracking of People**  
**1212 North Post Oak Road, Suite 100**  
**Houston, Texas 77055**  
**Attention: Contracts Administrator**  
**Phone: (832) 553-9500**

**EXHIBIT A  
Pricing**

Category	Volume Tiers *	Price
MEMS 3000	1+	\$5.00/day/unit
RF/GPS Device (BLU+)	1 +	\$2.75/day/unit
GPS Device (BLUtag)	1 +	\$4.00/day/unit
Monitoring Center Services	1 +	\$1.50/day/unit
Mobile Monitoring Device (BLUscan)	1 +	1 BLUscan at no charge for every 20 installed BLUtag, BLU+ or BLUband units or \$1.00/day/device

\* - Average daily billable units per month

Provider provides Customer a shelf stock equal to 20% of the average daily activated units calculated at the end of the month. Customer will try to maintain the shelf percentage of 20%.

**Insurance and Replacement Costs:** In the event of damage to the unit caused by the tracked individuals or Customer, or if the unit is lost, the Customer will reimburse Provider based on the Replacement Cost listed below. **In lieu of Customer paying for lost/damaged units, Customer may elect below to purchase insurance at the per diem rate noted below to provide no-deductible coverage up to 15% of the average daily units billed during the preceding twelve (12) months. Any lost or damaged units above this amount will be billed in accordance with the Replacement Cost below. Election for insurance coverage must be made at the beginning of the Agreement, and remains in effect during the term of the Agreement for all billable units.** Regardless of whether insurance coverage is elected, Customer shall use its best efforts to recover all units on behalf of Provider. Provider may terminate this Agreement if lost or damaged units from this Agreement exceed 20% of the average daily units activated.

Insurance Cost	\$0.50 per day per device
----------------	---------------------------

Electing Insurance Coverage (must check one):  Yes  No

**Replacement Cost**

Part	Description	Quantity	Replacement Cost <sup>1</sup>
1	BLUtag Unit	1	\$ 250.00
2	BLUhome Unit (if applicable)	1	\$ 350.00
3	BLUbox (if applicable)	1	\$ 200.00
4	BLU+	1	\$ 250.00
5	Straps and direct clips for BluTag® (set comprised of one strap and four clips)	9 per unit per year	\$ 10.00
6	Charging Coupler for BLUtag/BLU+	1	\$ 25.00
7	BLUscan (if applicable)	1	\$ 350.00
8	BLUband	1	\$ 125.00
9	Installation Kit	1	\$ 25.00

Note: 1 - Replacement only for lost and stolen units. Units are not available for purchase. Data and wireless plan included.