

STATE OF TEXAS §
 §
COUNTY OF WEBB §

WEBB COUNTY’S INMATE TELEPHONE SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made by and entered into by and between Webb County, a body corporate politic under the laws of the State of Texas, acting through its Commissioners Court, 1000 Houston Street, Laredo, Texas, and Inmate Calling Solutions, LLC d/b/a ICSolutions, a Foreign Limited Liability Company, (hereinafter (“ICS”), with a Texas address at 2200 Danbury Street, San Antonio, Texas 78217. Webb County and ICS are each referred herein as a “party” and, collectively as the “parties”.

WITNESSETH

WHEREAS, Webb County desires that ICS provide certain software and hardware systems for inmate telephone calling services by and through the Webb County Sheriff’s Office (collectively the “Equipment”) pursuant to Webb County’s Request for Proposal 2026-006 “Webb County Inmate Telephone Services”; and

WHEREAS, ICS represents that it is capable, qualified, and desires to provide the Equipment and associated services to allow Webb County Jail Inmates to place telephone calls from the Webb County Jail (“Facility”).

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

Section 1. Term and Termination of the Agreement.

A. The initial term (“base contract term”) of this Agreement shall commence on October 13, 2026 (“Initial Contract Date”) and end on October 12, 2029, unless terminated sooner as provided herein. Thereafter, this Agreement may be renewed for up to two (2) additional one-year terms (“optional term”) upon the same terms and conditions as set forth herein but only upon mutual written agreement of the parties to extend each of the option terms. The first option term, if exercised, must be exercised by the parties before the end of the initial term. If the first option term is exercised, the second option term, if also exercised, must also be exercised by the parties before the end of the first option term. If both the first and second option terms are exercised the contract shall terminate at the end of the second option term. Upon termination of this Agreement either at the end of the initial term, at the end of an exercised option term,

for default, or for convenience, Webb County shall immediately cease use of all Equipment provided by ICS to Webb County under this Agreement.

- B. 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 thirty (30) days written notice without charge or liability and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to sixty (60) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default.
- C. Webb County may terminate this Agreement for convenience and without cause at any time by giving ICS sixty (60) days written notice. In the event the agreement is terminated for convenience as provided for under section, Webb County shall immediately cease use of all Equipment and services provided by ICS under this Agreement.

Section 2. Scope of Services.

- A. **Service & Equipment.** This Agreement applies to the provision of inmate telephone services by ICS using Equipment either centrally located or within space provided by Webb County at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets, computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of Webb County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to Webb County. Upon removal of Equipment by ICS, ICS shall restore the premises to its original condition, ordinary wear and tear excepted.

- (1). **Additional Equipment & Software for Commissary Services.** During the term of this Agreement, Keefe shall supply Webb County with the Computer Equipment and Keefe Software (including Commissary On-Line and/or Banking On-Line) necessary to provide the Commissary Services. Webb County agrees to return all Computer Equipment and Keefe Software to Keefe upon contract termination. Keefe hereby grants to Webb County a non-exclusive, royalty-free license to use the Keefe Software during the term of

this Agreement. All software supplied by Keefe is proprietary and shall at all times remain the property of Keefe with title and all rights vested in and retained by Keefe. Webb County hereby agrees that it will not sublicense, disclose, reproduce, transfer, alter, reverse-engineer, decompile or use the Keefe Software and/or documentation for any purpose, other than those specifically allowed by the terms of this Agreement. All hardware installed by Keefe shall remain the property of Keefe unless otherwise expressly agreed to by the Parties in writing.

(2) **Payment Services.** This Agreement includes Keefe's Access Corrections® Secure Payment Services, the terms of which are memorialized in Exhibit E, entitled "Payment Services", attached hereto and incorporated herein. Keefe will facilitate payments to Inmate Trust Accounts via website, toll-free phone number, walk-in provider(s) and/or kiosk(s) placed in mutually agreeable site(s) within Webb County's facility. Webb County will provide electrical power to operate the kiosk(s) and Keefe will provide network connectivity. Keefe will guarantee all transactions and will send, via ACH, monies to Webb County's designated bank account in accordance with the terms and conditions provided for in Exhibit E. Except as provided for herein, no fees for this service will be borne by Webb County.

(3) **Release Card Services.** This Agreement includes Release Card Services through Keefe's 3rd party partner. The enrollment packet for these services will be provided upon contract execution. Except as provided for herein, no fees for this service will be borne by Webb County or Webb County Jail Inmates.

- B. In the provision of Equipment, ICS shall meet or exceed the requirements of the advertised bid specifications of ICSolutions' Submission to RFP 2026-006 issued and dated March 9, 2026 unless requirements are modified as stated in this executed document or in accordance with the "Modifications and Waivers" section of this Agreement.
- C. Any changes to the Equipment and Services by ICS to be provided under this Agreement will be performed only when approved in advance and authorized by Webb County.
- D. Alterations and Attachments to Equipment. Webb County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by Webb County without the express written permission of ICS.

Section 3. Timeline for Implementation of Equipment

ICS shall implement and have in place and operational all ICS Equipment and requisite services at the Service Locations outlined in Exhibit A within sixty (60) days from the date of the last signatory to the Agreement.

Section 4. Personnel

- A. ICS represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that ICS shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of Webb County, to perform its Scope of Services under this Agreement when and as required and without delays.
- B. All employees of ICS shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of ICS who, in the opinion of Webb County, is incompetent or by his conduct becomes detrimental to the performance of services under this Agreement shall, upon request of Webb County, immediately be removed from any work being performed by ICS under this Agreement.

Section 5 Training

ICS shall provide on-site training plus internet-based training at no cost to Webb County. Additional training shall be provided upon Webb County's request based on availability of ICS, which said training will be ongoing throughout the life of the Agreement.

Section 6 Call Rates.

ICS shall provide calling services to retail consumers ("Webb County Jail Inmates") at the rates and charges set forth on Exhibit C, attached hereto. ICS may permit certain consumers to be billed on a collect basis and reserves the right to establish thresholds for the level of any collect call credit to be allowed for such billed consumers. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.

Section 7 Consideration to Webb County.

ICS will install, operate, and maintain Equipment in Exhibit B at no charge to Webb County. In addition, ICS will also provide Webb County the consideration set forth on Exhibit D, attached hereto, for the term of the Agreement with Webb County granting ICS exclusive rights for the installation and operation of Equipment servicing the Service Locations.

ICS will make payments to Webb County, if applicable, on a monthly basis on or before the first business day occurring thirty (30) days following the end of the month in which such amounts are earned or accrued. Such payments shall be sent to the address set forth on Exhibit A or as otherwise designated by Webb County in writing.

The parties agree that all rates, charges and consideration for services hereunder are predicated on the regulations in effect at the time of execution and, therefore, are subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a “Regulatory Change”) of, or governed by, a regulatory body having jurisdiction over the communication services contemplated herein. If any conflict between this Agreement and such Regulatory Change exists, or comes into existence, during the Term or Renewal Term of this Agreement, then the Regulatory Change shall control and this Agreement shall be modified accordingly.

The foregoing Consideration are also predicated on Webb County maintaining an average daily inmate population (“ADP”) consistent with the average of the three months preceding the first day of the initial Contract term date, with such inmates having access to the telephone Equipment materially consistent with industry practice. A 10% or more decline in such ADP or a change in the ADP that results in a different applicable FCC Rate Cap shall be deemed a “Significant ADP Change,” with any changes in the applicable FCC Rate Cap considered as a Regulatory Change.

In the event that a Regulatory Change or Significant ADP Change affects such rates, charges or overall consideration, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration for ongoing services, as well as complies with the Regulatory Change, if applicable.

The consideration (e.g., Equipment, installation services, and any payments) in the Agreement is based on the fulfillment of the base contract term.

In the event ICS invoices Webb County for additional services or Equipment requested by Webb County, Webb County shall pay such invoices within thirty (30) days of the receipt date thereof. ICS reserves the right but not the obligation to offset any past due invoices from amounts otherwise payable to Webb County.

Section 8. Uncontrollable Circumstances.

The financial considerations in this Agreement are based on conditions existing as of the Initial Contract Date without limitation, any representations regarding existing and future conditions made by Webb County in connection with the negotiation and execution of this Agreement. If conditions change due to causes beyond ICS's control (including, but not limited to, a change in the scope of ICS's services; changes in rates, regulations, or operations mandated by law; material reduction in facility population or capacity; material changes in jail policy; material change in economic conditions; actions Webb County takes for security reasons (e.g., lockdowns); or acts of God) which would negatively impact ICS's business, the parties shall endeavor to mutually agree to modify the Agreement to offset the impact of such change. Such modifications may include any or a combination of an adjustment to ICS's pricing or modification of the Equipment and Services offered under the Agreement. ICS will not unreasonably exercise such right. The foregoing shall be in addition to, and

without limitation of, the parties' rights and obligations set forth herein in respect of an event of Force Majeure or any other rights of ICS to adjust pricing set forth in this Agreement. Further, Webb County acknowledges that ICS' provision of the services is subject to certain federal, state, or local regulatory requirements and restrictions that are subject to change from time-to-time and that ICS may take any steps necessary to perform in compliance therewith.

Section 9 Compliance with FCC Regulations.

This Agreement includes terms to comply with the FCC Orders regulating rates and commissions. ICS recognizes that the FCC Orders are regularly the subject of multiple legal actions and there is the potential for its requirements to change during the course of the Agreement. If any such changes occur during the term of Agreement, ICS and Webb County will negotiate in good faith new terms addressing the changes.

The Federal Communications Commission ("FCC") is the regulatory agency governing incarcerated people communication services ("IPCS"), with jurisdiction over the rates for phone calls and paid video visitations, and has issued the following relevant Orders that affect the services ICSolutions provides to the Facility:

- a. On August 6, 2020, the FCC adopted Order FCC 20-111 asserting its jurisdiction over interstate calls includes Jurisdictionally Mixed Charge, whereby the charges that cannot be segregated between intrastate and interstate at the time the charge is incurred. *See* 47 C.F.R. § 64.6010(a),(u).
- b. On July 18, 2024, the FCC issued the 2024 IPCS Rate Order, FCC 24-75, with rules to prohibit ancillary fees (47 C.F.R. § 64.6020), which became effective November 19, 2024.
- c. The 2024 IPCS Rate Order, FCC 24-75, also included rate caps (47 C.F.R. § 64.6010) and prohibited commissions (47 C.F.R. § 64.6015), with a staggered timeline for effective dates that ranged from January 1, 2025 for all new or renewed contracts and as late as April 1, 2026 for contracts that existed as of June 27, 2024.
- d. On June 30, 2025, the FCC issued an Order, DA 25-565, temporarily waiving the deadlines for complying with the rate cap and prohibition of site commission rules adopted in the 2024 IPCS Order and extended the deadline to April 1, 2027 or any alternative date the FCC set in a future order.
- e. On November 6, 2025, the FCC released its 2025 IPCS Rate Order, FCC 25-75, with the interim rate caps, as well as the prohibition of commissions but added the allowance

of a \$0.02 Rate Additive to cover Facility costs. After publication in the Federal Register, the effective date of this Order was April 6, 2026. Per the 2025 IPCS Rate order, the rates for regulated phone communications and video visitations must be charged at a per-minute rate, with the availability of a \$0.02 Rate Additive for cost recovery to those facilities providing access to IPCS services (see following table):

Table 1: Revised Interim Audio and Video IPCS Rate Caps

Tier (ADP)	Audio (Per Minute)			Video (Per Minute)		
	Rate Cap	Rate Additive	Effective Rate Cap	Rate Cap	Rate Additive	Effective Rate Cap
Prisons (any ADP)	\$0.09	\$0.02	\$0.11	\$0.23	\$0.02	\$0.25
Large Jails (1,000 +)	\$0.08	\$0.02	\$0.10	\$0.17	\$0.02	\$0.19
Med. Jails (350-999)	\$0.10	\$0.02	\$0.12	\$0.17	\$0.02	\$0.19
Small Jails (100-349)	\$0.11	\$0.02	\$0.13	\$0.19	\$0.02	\$0.21
Very Small Jails (50-99)	\$0.13	\$0.02	\$0.15	\$0.23	\$0.02	\$0.25
Extremely Small Jails (0-49)	\$0.17	\$0.02	\$0.19	\$0.42	\$0.02	\$0.44

Maximum Rate Caps

Webb County has an Average Daily Population (ADP) consistent with the Medium Jails (350-999) Tier.

ICS warrants to Webb County that the terms and conditions of the rates (Exhibit C), cost recovery payments (Exhibit D), and equipment and services (Exhibit B) are compliant with all FCC rules and regulations at the time of this Agreement, including but not limited to warranting that the Communication Equipment & Services being provided to Webb County under this Agreement and which are outlined in Exhibit B, are not considered “Site Commissions” that are violative of the 2024 FCC Order.

Section 10. -Webb County’s Agreement Obligations.

- a. Advise ICS of any Services Location or related premises that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate communication services as provided under this Agreement.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with a detention facility -.

- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to Webb County's Service Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Be responsible for designating any required destination numbers as 'do not record' to ensure privacy for, among other things, attorney client privilege calls, using system features designed for such purpose.
- i. Comply with all federal, state and local statutes, rules or regulations, governing or applicable to the services provided by ICS hereunder.

Section 11. -Applicable Law and Venue

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in the state courts of Webb County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive Webb County's sovereign immunity.

Section 12. Insurance

- A. Prior to commencement of the Scope of Services, ICS shall furnish Webb County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on thirty (30) days prior written notice to Webb County. ICS shall provide certified copies of insurance endorsements and/or relevant sections of policies if requested by Webb County, which may be redacted to keep confidential any irrelevant information about other TKC customers. ICS shall maintain such insurance coverage from the time of the initial date of the Agreement until the end of ICS' Agreement with Webb County. ICS shall obtain such insurance written on an Occurrence form with the exception of Professional Liability and Cyber Liability from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate, which coverage shall include products/completed operations (\$1,000,000.00 products /completed operations aggregate), contractual, and no XCU (Explosion, Collapse, Underground) exclusion. contractual liability must be maintained covering ICSolutions obligations under the Agreement.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Errors & Omissions (Professional Liability) coverage should comply with the following:
 - a. Professional Liability with minimum limits of \$1,000,000 or higher.
 - b. This coverage must be maintained for at least two (2) year safter the project is complete.
6. Cyber Liability insurance with limits not less than \$1,000,000. Such insurance may be included with ICSolutions' Professional Liability insurance policy.
7. Crime coverage, including theft of Webb County funds, minimum of \$500,000.

The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form.

- B. Webb County shall be named as additional insured to all required coverage except Worker's Compensation and Professional Liability (if required). All Liability policies written on behalf of ICS shall contain a waiver of subrogation in favor of Webb County.
- C. If required coverage is written on a claims-made basis, ICS warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended

discovery period will be exercised for a period of two (2) years beginning from the time the work under this Agreement is completed.

- D. ICS shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Webb County.
- E. Approval of the insurance by Webb County shall not relieve or decrease the liability of the ICS.

Section 13. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered and certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to Exhibit A for Webb County and the below for ICS:

ICS:	ICSolutions, LLC 2200 Danbury Street San Antonio, Texas 78217 Fax: 210.693.1016
------	--

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 12(A) and 12(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
 - 1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 14. Modifications and Waivers.

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. Except as otherwise stated in this Agreement, the rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 15. Entire Agreement

This Agreement, together with its Exhibits, constitutes the entire Agreement between the parties with respect to the subject matters and supersedes any prior written or oral agreements regarding such matters. –Any orders placed by Webb County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. Webb County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for Equipment placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon.

Section 16. Risk of Loss

ICS shall relieve Webb County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, Webb County shall be responsible for any loss or damage to Equipment located on the premises caused by -the gross negligence of Webb County, its employees or others under Webb County's supervision.

Section 17. Assignment and Delegation

- A. -Except for assignments to ICS affiliates or to any entity that succeeds to ICS' business in connection with a merger or acquisition, ICS may not assign any of its rights under this Agreement, except with the prior written consent of the Webb County. Webb County shall not unreasonably withhold its consent. All assignments of rights by ICS are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from Webb County.
- B. ICS may sub-contract any portion of its duties hereunder provided; however, it shall remain at all times responsible for such sub-contracted duties.
- C. Any purported assignment of rights or delegation of performance in violation of this

section is void.

Section 18 - Independent Contractor

- A. In the performance of its Services under this Agreement, hereunder, ICS shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of ICS or, where permitted, of its subcontractors.
- B. ICS and its agents, employees, officers, or volunteers **shall not**, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of Webb County and shall not be entitled to any of the privileges or benefits of Webb County employment.

Section 19. Indemnification

- A. ICS SHALL INDEMNIFY AND DEFEND WEBB COUNTY AGAINST ALL CLAIMS, LOSSES, LIABILITIES, CAUSES OF ACTION, AND OTHER EXPENSES, (collectively "CLAIMS") INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF ICS, ITS AGENTS, SERVANTS, EMPLOYEES, OR SUBCONTRACTORS, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF ICS OR ANY OF ICS' AGENTS, SERVANTS EMPLOYEES OR SUBCONTRACTORS. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PROVISION OF SERVICES BY ICS UNDER THIS AGREEMENT AS WELL AS DURING THE PERFORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.
- B. Webb County agrees to provide prompt written notice of any claim, demand, or cause of action made or brought against Webb County arising out of or related to operation of the equipment and services provided by ICS (a "Claim"). ICS has the right, in its sole and exclusive discretion, to defend any such Claim at ICS' sole cost, expense, and discretion. Webb County agrees not to compromise or settle any such Claim without ICS' prior written consent. Webb County acknowledges and agrees to assist ICS with the defense of any such Claim.
- C. ICS' duty to defend, indemnify, and hold Webb County harmless shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by Webb County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters when they arise.
- D. The provision by ICS of insurance shall not limit the liability of ICS under this Agreement.

- E. ICS shall be liable for all subcontractors who may have a contract with ICS to perform services under this Agreement and ICS shall indemnify Webb County and hold it harmless from all claims of bodily injury and property damage that may arise from said subcontractor's operations.
- F. Loss Deduction Clause. Webb County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of ICS and/or trade Contractor providing such insurance.

Section 20. 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, acts of government, 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 will use reasonable efforts to remove such causes of non-performance.

Section 21. Severability

If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and Webb County shall be construed and enforced accordingly.

Section 22. Special ADA

ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to Webb County.

Section 23. Limitation of Liability

IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED, EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 24. Warranty.

Subject to Webb County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to Webb County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Service Location. Webb County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As Webb County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by Webb County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. -ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

Section 25. No Hire/No Solicit.

During the term of this Agreement, and for a six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents, or representatives engaged by such party to perform work relating to this Agreement, without the express consent of the other party.

Section 26. Data Ownership & Access.

The data collected resulting from the performance of services by ICS, such as call detail records, recording, revenue reports, and other similar data, is owned by Webb County and accessible through The ENFORCER® for the duration of the Agreement, including any renewals. Upgraded access through transfer of data in bulk from The ENFORCER® or other data exports may require adjustments to the Cost Recovery Rate to cover the cost of equipment and support services.

Section 27. Confidentiality, Proprietary, and Competitively Sensitive Information.

- A. During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, “Confidential Information”) of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of one (1) year, except with respect to information that constitutes a trade secret under applicable law, which shall be protected for so long as such information remains a trade secret.
- B. This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient’s part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party’s Confidential Information.
- C. Notwithstanding the foregoing, Webb County understands and acknowledges that ICS is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer (“Webb County Jail Inmate”); the frequency, duration, and timing of such calls; and any services purchased by the consumer). ICS will not disclose CPNI or Confidential Information to any third party without Webb County’s prior written consent or as otherwise required by law

(e.g., subpoena, court order, Federal or State statutes, rules, or orders). If Webb County receives a request for disclosure of Confidential Information or CPNI pursuant to Freedom Of Information Act or its State's equivalent, Webb County agrees to notify ICS in writing so ICS may assert any rights to non-disclosure under the applicable law.

- D. ICS expressly acknowledges that Webb County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended and as applied in jurisprudence, and notwithstanding any provision in the Agreement to the contrary, Webb County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to Webb County by ICS shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 28. License to Use Software

- A. With respect to the Equipment provided under this Agreement, ICS hereby grants to Webb County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the software used in the performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by Webb County. Such license is specific to Webb County and Service Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of Webb County to Use the software will expire and terminate. Webb County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the software or otherwise determine or attempt to determine source code from executable code of any elements of the software.
- B. Third-Party Software. The deployment of certain features and functionalities within ICS' Equipment which utilize third-party content or services may require a direct agreement between Webb County and the third party as a condition which must be fulfilled prior to deployment. Webb County's rights to use any such third-party software product will be limited by the terms of the applicable End User License Agreement (EULA).

Section 29. Taxes

Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.

Section 30. Inspection of Books and Records

ICS will permit Webb County, or any duly authorized agent of Webb County, to inspect and examine the books and records of ICS's revenue and cash receipts pertaining to work performed under this Agreement upon reasonable prior written notice, during normal business hours, and at Webb County's expense, for the purpose of verifying the amount of work performed under the Scope of Services. Webb County's right to inspect survives the termination of this Agreement for a period of four years.

Section 31. Successors and Assigns

Webb County and ICS bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 32. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 33. Publicity

Under no circumstances whatsoever, shall ICS release any material or information developed or received in the performance of the Scope of Services hereunder without the express written permission of Webb County, except where required to do so by law.

Section 34. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 35. Electronic and Digitate Signatures

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

Section 36. Authority to Execute; Binding Effect

Each person signing this Agreement on behalf of a party represents and warrants that he or she has full right, power, and authority to execute and deliver this Agreement on behalf of that party and to bind that party to its terms. This Agreement has been duly authorized, executed and delivered by each party and constitutes a valid and binding obligation of each party, enforceable against the party in accordance with its terms.

Section 37. Independent Review; No Construction Against Drafter

Each Party acknowledges that it has read and understands this Agreement, has had the opportunity to review this Agreement with legal counsel of its own choosing, and has either done so or voluntarily elected not to do so. Each Party further acknowledges that it has participated in the drafting and negotiation of this Agreement. Accordingly, if an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or rule of construction will apply that construes any provision against the Party that drafted or proposed that provision.

[Remainder of Page Intentionally Left Blank.]
[Signature page and Exhibit follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

Webb County, Texas

**Inmate Calling Solutions, LLC
d/b/a ICSolutions**

(Signature)

(Signature)

Tano E. Tijerina

(Printed Name)

(Printed Name)

Webb County Judge

(Title)

(Title)

(Date)

(Date)

Exhibit A – Webb County Addresses

Principal Business Address (used for all notices hereunder):

Webb County
Attention: County Judge
1000 Houston Street, 3rd Floor
Laredo, Texas 78040

Webb County Sheriff's Office
Attention: Sheriff
1002 Farragut Street
Laredo, Texas 78040

Webb County Jail
Attention: Inmate Telephone Services Contract Supervisor
902 Victoria Street
Laredo, TX 78040

Courtesy Copy Sent via Email
Subject: Inmate Telephone Services CONTRACT NOTICE
Roberto Quiroga, Jail Commander
Email: riquiorga@webbcountytexas.gov

AND

Mr. Martin Aguirre, Finance Director
Email: maguirre@webbcountytexas.gov

Facilities & Service Locations:

<u>Facility Name</u>	<u>Service Locations</u>
Webb County Jail (ADP 453)	1001 Washington Street Laredo, TX 78040

Equipment to be shipped to:

Webb County Jail
1001 Washington Street
Laredo, TX 78040

Payments, if applicable, to be made to:

Webb County Jail
1001 Washington Street
Laredo, TX 78040

Exhibit B – Communications Equipment & Services

THE ENFORCER® Inmate Calling Platform

- 84 inmate telephones
 - Calling through THE ENFORCER also available using inmate tablets & kiosks
- 41 visitation phone sets connected to THE ENFORCER for monitoring & recording
- Captel, TDD/TTY, &/or VRS units, as needed, for deaf and hard of hearing inmates
- Inmate voicemail messaging
- Redundant data storage in our Atlanta and San Antonio data centers
- Online storage of all call recordings and call data for the entire contract duration, plus any required retention period thereafter
- Unlimited ENFORCER user licenses

Transcription & Translation for All Inmate Communications

- All calls and visits are automatically transcribed upon completion
- Artificial Intelligence creates an **AI Summary of each conversation**
- Keyword search tools help locate words and phrases of interest
- Translation available in multiple languages for inmate grievances, email messages, calls, & visits
 - Officers & inmates can write grievances & responses in separate languages

THE ENFORCER® Investigative & IVR Suite

- THE ANALYZER link analysis / data mining tools
- THE VERIFIER pre-call inmate voice verification
- THE INFORMER PREA module
- THE COMMUNICATOR paperless inmate communications portal
- THE ATTENDANT automated information line

THE BRIDGE 8.0™ Inmate Tablet & Kiosk System

- Inmate tablets with 8” screens; reasonably adjusted to the ratio of one per inmate plus spares, Maintenance and support subject to ICS’ standard Damage and Replacement Policy attached hereto as Exhibit B-1
- 24 inmate kiosks with 17” screens for video visitation
- Tablet charging stations / Tablet Distribution System terminals
 - Operate the Tablet Distribution System described below for tablet checkout/in
 - With 8” touchscreens, stations are also fully functional inmate kiosks that serve as additional backup to tablets and video visitation kiosks
- Secure communication made easy using handheld tablets & kiosks
 - Remote video visitation, with network bandwidth provided by ICSolutions
 - Inmate email / text messaging and inbound photo sharing
 - Encrypted messaging with registered attorneys, with **DocuSign signature** capture
 - Inmate calling through ICSolutions’ ENFORCER platform
- FREE access to scanned postal mail
- FREE inmate self-service apps
 - Commissary ordering + balance check

- Bonds / court dates
- Customizable forms
- Grievance reporting + inmate requests
- Medical requests / sick call
- Inmate handbook & other facility documents
- FREE educational content, including iPathways, GED/HiSet materials, & cognitive adult education
- FREE premium educational content from **Edovo Core**
 - Full library, GED prep, behavioral therapy, vocational training, and more
 - Enables the County to upload its own content
 - Supports continued learning after release, at no cost to the County or user
- **FREE Daystar Prison Ministry religious television streaming app**
- **FREE life skills educational content from ACCI**
- One-of-a-kind PRESENTATION APP to facilitate **teacher-led learning, religious services, and other live group instruction**
- FREE eBooks, including religious materials
- FREE Purple video relay service to ensure ADA compliance
- FREE access to the digital law library
- Large collection of streaming entertainment content available – music, movies, sports, games, etc.

Unique BRIDGE 8.0™ Tablet Distribution System

- Inmates enter their unique login credentials to check a tablet out from a secure self-service kiosk
- Kiosk camera photographs each inmate who accesses the system
- Only the inmate who checked out a tablet can operate it
- System tracks which inmate has checked out each tablet and sends an alert to the specified officer(s) if the tablet is not returned within the configured timeframe
- Forces each inmate to return a previous tablet before they can check out another
- **Minimizes staff involvement in managing tablet distribution & collection**

Offsite Personal Mail Scanning

- Non-legal postal mail is directed to ICSolutions' scanning center, where it is scanned and digitized
- Delivered to inmates via the inmate tablets & kiosks

Onsite Legal Mail Scanning

- Inmates will open and scan legal mail in the presence of an officer, who then assigns the scanned mail to the correct inmate
- Inmate enters their tablet PIN to verify they were present during mail opening
- Scanned mail is viewable via THE BRIDGE's Messaging app & can also be printed
- Includes a cart-mounted scanner/copier & shredder for portability to inmate locations

Note

- Assists with officer rounds and inmate tracking

- 30 NoteActive licenses
- 30 compatible handheld devices

Lexis Nexis Law Library Subscription

- Accessible via the inmate tablets & kiosks
- Simple and complex searching of Federal and State case law, statutes, and administrative law

JMS & Commissary/Banking Interfaces

- Inmate Debit Accounts – funded from their Trust Account as a simple commissary purchase
 - A single Debit Account to pay for all phone, video, & tablet services
- Automated inmate ID/PINs

Turnkey Installation & Onsite Support

- Turnkey installation encompassing all necessary hardware, software, & network infrastructure
- Initial and ongoing training for all County users
- **Dedicated Site Administrator / Technician stationed onsite full-time** to perform routine maintenance and emergency onsite service
 - Can assist with **scanning legal mail**, if desired by the County
 - Can assist with **administering inmate tablets**
 - Can assist visitors with registration & scheduling
 - Can assist with other administrative and investigative tasks
 - Available to respond immediately to onsite repair requests
 - Available to testify in court proceedings
 - Will regularly inspect & maintain onsite equipment
- Local technicians to provide backup onsite support as needed
- 24 x 7 x 365 live, U.S.-based service for County staff and public users
- All-inclusive support and repair/replace maintenance package

Exhibit B-1
Tablet Damage and Replacement Policy

- A. Overview:** The purpose of this Policy is to provide an operational framework to support a 'Spare Tablet Program' to help ensure uninterrupted access to communication and entertainment services for incarcerated people ("User"). ICS acknowledges the rigorous use environment of correctional facilities and provides a Spare Tablet Program to Webb County with an allowance of spare tablets equal to 10% of the total tablets offered. Under ordinary use conditions, the Spare Tablet Program includes repair or replacement as needed at no cost to Webb County. However, Tablets that are deliberately misused or damaged shall not be covered under the Program. All tablets are required to be returned upon termination of the Agreement.
- B. Exclusions from Free Replacement Coverage:** While ICS is committed to supporting Webb County in maintaining operational efficiency and User satisfaction, it is understood that the Spare Tablet Program does not extend coverage to tablets that have been physically damaged, which includes but not limited to the following:
- Screens that are shattered, cracked, or otherwise compromised.
 - Audio jack damage
 - Tablets with missing pieces or parts, indicating tampering or attempts to disassemble.
 - Damage resulting from attempts to open the tablet casing unauthorizedly.
 - Any form of physical alterations that deviate from the tablet's original condition as supplied.
 - Lost or stolen tablets while under Webb County's supervision.
- C. Procedure for Reporting Damages:** Webb County shall report any damages to tablets within a reasonable timeframe from the occurrence of the damage or, at minimum, monthly. The report should include a detailed description of the condition of the damaged tablet, accompanied by photographic evidence when applicable. Webb County shall return damaged tablets to ICS, or its designee, within thirty (30) calendar days of becoming damaged or prior to -Webb County accumulating more than ten (10) damaged tablets, whichever is earlier.
- D. Assessment and Determination:** Upon receiving the tablets ICS will assess the condition against the exclusions listed in paragraph B, above. Tablets deemed by ICS, in its reasonable discretion, to have been damaged due to reasons covered under the exclusions will not be eligible for free replacement under the Spare Tablet Program. In such event, Webb County may opt to purchase replacement tablets at the cost in effect at the time.
- E. Responsibility and Care:** Webb County agrees to educate and enforce proper care and use of the tablets among the User population to minimize incidents of deliberate damage. ICS shall provide Webb County with written care and handling guidelines to be communicated to Users as needed. At the discretion of ICS, Users may be required to agree and / or accept terms and conditions of tablet usage ("Terms of Use").
- F. Amendments and Exceptions:** ICS reserves the right to review and reasonably adjust this Policy as needed to ensure fairness and sustainability of the Spare Tablet Program.

Exhibit C – Rates & Charges

The following rates apply to calls from all Service Locations:

Prepaid, Debit, QwikCall & Collect (Direct Bill) Calling Rates	
<u>Call Type</u>	<u>Per Minute Charge</u>
All Domestic Intrastate & Interstate	\$0.12
International (Debit only)	* Cost + Applicable FCC Rate Cap

***NOTES:** Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.*

** “Cost” means ICS’ underlying carrier cost based on an average rate per minute per destination calculated quarterly pursuant to 47 CFR § 64.6010 (e).*

Call rates shown do not include local, county, state and federal taxes and regulatory fees.

Keep Families Connected™ Program: Two (2) free calls and one (1) free video visitation session per week per inmate, and one (1) free message per day per inmate.

Other Service Fees:

Remote Video Visitation (per minute)..... \$0.19
Streaming Tablet Content (per minute)..... \$0.05
Email/Text/Photo Messaging (per message).....\$0.25

Exhibit D – Facility Cost Recovery

ICS shall pay Webb County the facility cost recovery of \$0.02 per minute for all charged call types generated from Webb County's Service Locations, plus \$0.02 per minute for all charged Remote Video Visitation sessions, as permitted to be charged in the calling and remote video visitation rates.

Note: *Commissions and facility cost recovery payments shall be made payable and sent to the address so designated on Exhibit A to this Agreement.*

Exhibit E – Payment Services

(standard Payment Services with all kiosk options)

1. **Services.** Keefe will provide kiosk(s) money handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Keefe or such other methods ("**Transactions**") for crediting account balances held by Webb County, or other recipients for purposes requested by Webb County, on behalf of the recipients of funds (the "**Services**"). Keefe provides the Services in its capacity as a licensed money services business. Keefe and ICS represent and warrants Webb County that Keefe is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations. For purposes of this Agreement the following terms shall apply as follows. Lobby Kiosk refers to a kiosk(s) in which an inmate's family and friends may conduct deposits to the inmate trust account, or other receivers agreed upon by Webb County, and Intake Kiosk refers to a kiosk used for booking purposes by the facility, to accept deposits from the inmate to accept funds on their person upon their booking (hereinafter referred to individually as "**Lobby Kiosk**" and as "**Intake Kiosk**", and collectively as "**Kiosks**").
2. **Authorization.** Webb County authorizes Keefe to act on its behalf in handling monies and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing, and settlement to Webb County -for the benefit of designated recipients.
3. **Responsibilities of Keefe.**
 - a. Keefe will receive payments from the public, directed to recipients by way of the Services.
 - b. Keefe will transfer payment files to Webb County on a daily basis. Keefe will deliver payments to Webb County by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("**EFT**") to Webb County's designated bank account; provided, however, Keefe, in its sole discretion, reserves the right to delay its acceptance of any transaction that Keefe determines to be suspicious and warrants further investigation. Webb County acknowledges and agrees that Keefe may reject, terminate, or cancel any proposed transaction should Keefe determine the transaction is being made for an improper or illegal purpose.
 - c. Keefe will provide Webb County with daily payment information by way of the Keefe-Webb County interface.
 - d. Keefe will be solely responsible for responding to and resolving all inquiries and complaints from senders of funds arising out of Keefe's failure to timely transmit any payment to Webb County.
 - e. Keefe will provide sufficient promotional material to be posted by Webb County.
 - f. Keefe will provide all labor necessary for and will guarantee the workmanship of the installation of a kiosk.
 - g. Keefe, upon receipt of written notice from Webb County, shall place limitations on transactions. The limitations will be implemented by Keefe as soon as is reasonably practicable.

- h. Keefe may contract with a third-party service provider, which must be a bonded cash-management company, to remove monies from kiosks, to replace receipt paper and other similar administrative tasks.
- i. Keefe will secure kiosks(s) in designated spaces(s).
- j. Keefe will provide Webb County with a copy of the current instructional guidance, Statement of Procedures (SOP), and documentation necessary for the applicable money handling method.
- k. If applicable Keefe will provide the following additional functions as selected below:
 - ☐ Install network drop for kiosk(s)
 - ☐ Install electrical outlet(s) for kiosk(s)
 - ☐ Install Internet Service Provider (ISP)
- l. Keefe agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of any of the terms or conditions within this Exhibit and/or its negligence in the performance of its duties hereunder.

4. Responsibilities of Customer.

- a. Webb County will provide Keefe with the required bank account information for transmission of an EFT. Webb County agrees to notify Keefe, in writing, giving fourteen (14) days' notice of any changes to the bank account information.
- b. Webb County will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Keefe, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to customers by Keefe and any incorrect payments. At Keefe's sole option and in lieu of the foregoing, Keefe may offset any such overpayments from future payment amounts transmitted by Keefe to Webb County –and notify Customer of any such offset.
- c. Upon implementation of the Services, Webb County agrees that it will not accept payments designated for recipient accounts. Webb County will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
- d. Webb County will promptly report receipt of each payment to the designated account or recipient in accordance with the Webb County's policy.
- e.
- f. Webb County agrees that Keefe may determine, in its sole discretion and upon notice to Webb County, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.
- g. Webb County will follow money handling terms outlined SOP as applicable.
- h. If applicable, Webb County will provide the following functions for use of kiosk as selected below:
 - ☐ Install network drop for kiosk(s)
 - ☐ Install electrical outlet(s) for kiosk(s)
 - ☐ Install Internet Service Provider (ISP)

Webb County Initial:

- i. Webb County–agrees to perform all applicable responsibilities outlined in this Agreement and the SOP timely; including but not limited to providing the armored car messenger access to the kiosk(s) to conduct the money removal or providing the designated provider with the prepared tamper proof bag within no more than fifteen (15) minutes upon their arrival.
 - j. Webb County will endeavor to assist Keefe with the recovery of funds from recipient accounts for any chargebacks that are ultimately not reversed by the card processor.
5. **Rates.** The Services shall be provided at no cost to Webb County. Keefe shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the Webb County-acknowledges may be amended by Keefe in its sole discretion from time to time and with written prior notice to Webb County and providing said updated rate schedule to Webb County.
6. **Exclusivity.** Keefe has the exclusive right to provide the Services for the Webb County and the exclusive right to collect and receive money handling fees associated with the Services which fees will belong to Keefe.
7. **Refunds/Chargebacks.**
- a. The Parties acknowledge that once Keefe accepts a transaction submitted to the applicable payment network or otherwise for processing, Keefe cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Keefe are non-refundable to the individual by Keefe. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.
 - b. In the case of chargebacks or returned funds, Keefe will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Keefe's sole discretion. Upon written request from Keefe, Webb County agrees to provide requested information needed to pursue the chargeback.
 - c. If an individual requests a refund, Keefe will not be responsible for making those funds available if they have been already settled to a designated account by Keefe or are beyond Keefe's control.
 - d. If Webb County and sender of funds issue inconsistent instructions or requests to Keefe, Webb County's instructions will control.
 - e. **LIMITATION ON LIABILITY.** WEBB COUNTY WILL HAVE NO LIABILITY TO ICS OR KEEFE FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH SERVICES PROVIDED BY KEEFE OR WEBB COUNTY'S USE OF SAID SERVICES UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, ICS AND KEEFE AGREE THAT WEBB COUNTY'S TOTAL LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF WEBB COUNTY IN CONNECTION WITH USE OF KEEFE'S SERVICES REGARDLESS OF THE CAUSE OR THE LOSS OR INJURY, AND REGARDLESS

OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE
BEEN VIOLATED, WILL NEVER EXCEED \$10,000.00