



Combined Public Communications, LLC
Inmate Telecommunications General Service Agreement
Addendum E - AXXS Handheld Device Solution

WHEREAS, this addendum relates to the Inmate Telecommunications General Service Agreement originally entered into by the Richmond County Sheriff Department (Customer) with its principle place of business at 1941 Phinzy Road, Augusta, GA 30911 and Bealls Communication Group (Company), originally signed on February 4th, 2013. Combined Public Communications, LLC (CPC) subsequently acquired the Agreement and has assumed the obligations of Bealls Communications Group as the provider of Inmate Communications Services.

WHEREAS, Customer and CPC wish to amend the agreement.

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

CPC Equipment:

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

CPC will provide, install, and maintain the educational and entertainment solution, associated operational hardware, charging stations and transport containers (a tub and/or cart for the handheld devices). Additionally, CPC will provide ongoing service, support, and maintenance of the handheld device platform. CPC will review handheld device usage ninety (90) days after installation and determine if the initial number of handheld devices should be increased based on usage. If CPC determines additional handheld devices are required, CPC reserves the right to determine the number of additional handheld devices and will provide those at no cost to the County. Additionally, and at no cost to County, CPC will provide up to twenty five percent (25%) of the initial number of deployed handheld devices per year to cover normal wear and tear as determined by CPC.

If additional devices are requested above and beyond the initial number determined by CPC for reasons other than usage, those will be provided at a rate of two hundred dollars (\$200.00) per handheld mini device. If an inmate damages a handheld device or a handheld mini device, CPC will invoice the County corresponding amount per device listed above from the following month's commissions for recovery of those costs and will provide the County an invoice in which they can choose to place that debt on the inmate's trust account.

CPC will retain ownership of all tablets, handheld devices and associated hardware and software. CPC shall have the discretion to select brand, type, and other specifications of the handheld devices, including the specific services and applications available on the handheld devices and may replace, upgrade, or substitute the handheld devices any time during the agreement.

Customer will provide a secure area for a tub and/or cart to store unused handheld devices, at no charge to CPC. Additionally, Customer will provide the labor to check the handheld devices in/out and keep the handheld devices charged. Customer shall exercise reasonable care to prevent damage or destruction of handheld devices. Customer shall notify CPC of any misuse, destruction, damage, loss, or vandalism to the handheld devices as soon as practicable. Customer or its agents shall not (a) alter, modify, repair, enhance or modify the handheld devices or any software thereon (b) connect the handheld devices to any software or products not provided and approved by CPC, or (c) allow any third party to do any of the above.



AXXS Inmate Education and Entertainment (IEE) Rates & Commission

CPC will provide, install, and maintain an inmate education and entertainment (IEE) solution with an initial installation of ninety (90) mini handheld devices. After a three-month (3) trial period, beginning from date of handheld device solution installation and activation, CPC will provide up to a one-to-one ratio of devices, based on usage.

Mini handheld devices can function as an all-in-one device, if the Customer so chooses. In addition to being configured with AXXS IEE, the mini handheld can include access to CPC View Video Visitation, Email, Calling, and Inmate Text Messaging. Please select services with Option 1 below to be included on the mini handheld device.

Feature	Rate	Commission
AXXS IEE Solution Non-online reading material & courses, entertainment, etc	\$0.05/minute**	20%* all IEE revenue**
AXXS Handheld Calling	See current calling rates + \$0.05/minute** handheld device rate	See ITS commission + 20%* all IEE revenue**

*CPC will begin paying such commission once the total initial cost of devices has been recovered. The total cost of devices being two hundred twenty-eight thousand, six hundred dollars (\$228,600.00) to cover a device total of one thousand, one hundred and forty-three (1,143) based on the one-to-one ADP ratio.

**such commission is net of licensing and network costs, excludes applicable taxes/fees/surcharges and free content usage.

_____ Option 1: Customer agrees to utilize AXXS inmate education and entertainment (IEE).

Please select additional services to be included with AXXS IEE on the mini handheld device:

- _____ AXXS Handheld Calling
- _____ Inmate Secure Text Messaging
(see Inmate Secure Text Messaging section for rates and labor reimbursement details)
- _____ CPC View Video Visitation
(see CPC View Video Visitation section for rates and commission details)
- _____ Inmate Email
(see CPC View Email section for rates and commission details)

_____ Option 2: Customer is not interested in utilizing AXXS IEE.

***This rate applies to all paid AXXS inmate education and entertainment (IEE) services and does not include additional costs for premium services. CPC maintains the ability to adjust the rate per minute for AXXS handheld devices.

CPC has the ability to recover and reclaim unused handheld devices at CPC's discretion.



Inmate Secure Text Messaging Rates, Funding & Labor Reimbursement¹:

Feature	Rate	Labor Reimbursement
Chirping rates	\$0.10/chirp	\$0.02*/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.*

Inmate Messaging Service implementation, activation and usage is based on seventy percent (70%) of the of one thousand one hundred and forty-three (1,143) ADP utilizing the Inmate Chirping Service daily. Inmates must have the ability to utilize this service for a minimum of twelve (12) hours a day, seven (7) days a week. If less than seventy percent (70%) of inmate population is utilizing the chirpers, or inmates are unable to have access to the service for a minimum of twelve (12) hours a day, seven (7) days a week, the Inmate Communication Services Vendor reserves the right to adjust the proposed ITS commission percentages. Please reference the Commission Overview section of the original Agreement for details.

Disclaimer of Warranties

The handheld devices are provided “AS IS” without warrant of any kind. Customer understands that all information used and obtained in connection with the AXXS Handheld Device applications is provided “AS IS”. Customer acknowledges that content is subject to availability and is subject to change at CPC’s discretion.

CPC does not warrant or guarantee the correctness, completeness, legality, merchantability, or fitness for a particular purpose of the selected content. CPC does not warrant that handheld device services will meet all Customer requirements or be error free. For issues or defects such as common “bugs” or similar problems, along with feature requests, a case is created and sent to CPC’s development team. The case is placed on a list for CPC’s programmers who deploy fixes and upgrades based on priority.

Although CPC makes its best effort to secure all AXXS Handheld Devices by utilizing device, application and network level security, it does not warrant or guarantee network access security will be maintained in locations that utilize unsecure wireless networks or broadcast open SSID’s as part of the customer’s owned, preexisting, or future network infrastructure as well as facility staff personal communication devices capable of broadcasting an unsecure SSID (hotspot). Additionally, CPC advises the customer that all such networks be secured through encrypted authentication for all internal wireless networks that reside within the customer’s facility prior to installation of any handheld devices.

The customer is solely responsible for maintaining network security for owned, preexisting, or future wireless networks as well as facility staff personal communication devices capable of broadcasting an unsecure SSID (hotspot). Any open wireless network breach, whether it is maintained or not by the customer, on an AXXS Handheld Device cannot be used to claim a material breach of the entire or any part of the current CPC services agreement(s) as it resides outside of CPC’s direct control and CPC’s internally maintained network infrastructure required to provide services.

¹ U.S. Patent Nos. 10,082,835 and 10,085,126, used under license from Hank Technology LLC. or U.S. Patent No. 11,330,436 B1, used under license from Prodigy Solutions, Inc.



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 on the _____ day of _____, _____.

Richmond County Sheriff's Department

Combined Public Communications, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____