



SOLUTION SERVICES AGREEMENT

THIS AGREEMENT made March 29, 2016 ("Agreement Date") is entered into by and between Johnson County Sheriff's Office (hereafter "PARTICIPANT") and ENCARTELE, INC., a Nebraska corporation (hereafter "CONTRACTOR"). PARTICIPANT and CONTRACTOR are sometimes referred to individually as a "PARTY" or collectively as the "PARTIES".

RECITALS

WHEREAS, PARTICIPANT desires to acquire correctional service solutions (hereinafter referred to as "SERVICES") provided by CONTRACTOR, as indicated in Attachment "A" of this Agreement for its FACILITY(s) (the "FACILITY"); and

WHEREAS, CONTRACTOR is a qualified vendor of the SERVICES being offered; and

WHEREAS, PARTICIPANT desires to enter into an agreement with CONTRACTOR for the SERVICES being offered for the FACILITY.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, it is mutually agreed as follows:

DEFINITIONS

Contractor Provided Service – Correctional Service Solutions for which CONTRACTOR provides dedicated equipment for the purpose of providing proprietary Services as indicated in Attachment "A" of this Agreement.

Contractor Provided Equipment – Correctional Service Solutions for which CONTRACTOR provides ancillary equipment for the purpose of providing non-proprietary Services as indicated in Attachment "A" of this Agreement.

Commission – The royalty payment paid to the PARTICIPANT for the right to provide SERVICES at the FACILITY.

Telephone Call – Any LEC Collect, Direct Collect, PIN Debit or Calling Card Call terminated and billed from an inmate telephone.

LEC Collect Call – A collect telephone call whereby the called party accepts charges for a call and agrees to pay for the call by being billed on their Local Telephone Company's telephone bill.

Direct Collect Call – A collect telephone call whereby the called party accepts charges for a call and agrees to pay for the call with deposited funds held on account by the CONTRACTOR.

PIN Debit Call – A telephone call whereby the calling party pays for the call prior to it being placed.

Calling Card Call – A telephone call paid for by purchasing a calling card and utilizing a PIN number to validate the funds available for the call.

Inmate Telephone – A telephone instrument provided by CONTRACTOR and utilized by inmates to place telephone calls from within the FACILITY.

Gross Billed Revenue – Total revenue billed for the specific connection and termination services provided by CONTRACTOR without any deductions associated with the cost incurred by CONTRACTOR to deliver the SERVICES.

Inmate Telephone System – A controllable telecommunications system that processes and terminates telephone calls initiated by inmates from within a confinement facility.



Facility – The physical location where the SERVICES are installed and provided. This includes the current location(s) as well as any future location(s) that are constructed and/or moved in to during the term of this Agreement.

SCOPE OF WORK

PARTICIPANT hereby authorizes CONTRACTOR to provide all equipment necessary to provide said SERVICES at the FACILITY and attest that there are no other service agreements in place that directly conflict with the SERVICES being offered.

All equipment provided and utilized by CONTRACTOR for the provision of Contractor Provided Services offered to PARTICIPANT shall remain the property of CONTRACTOR. At the termination of this Agreement all equipment provided and utilized by CONTRACTOR for the provision of Contractor Provided Services shall be removed by CONTRACTOR at its expense from the FACILITY.

All equipment provided and utilized by CONTRACTOR as Contractor Provided Equipment offered to PARTICIPANT shall remain the property of CONTRACTOR until the expiration of the full term of this Agreement. At the expiration of the full term of this Agreement, the Contractor Provided Equipment shall become the property of the PARTICIPANT. In the event this Agreement is terminated prior to the expiration of its full term, CONTRACTOR shall remove the Contractor Provided Equipment from the FACILITY, or if PARTICIPANT desires to retain the Contractor Provided Equipment, PARTICIPANT shall pay to CONTRACTOR the value of the Contractor Provided Equipment as indicated on Attachment "A" depreciated on a straight-line method for each month the Agreement was in full force and effect.

PARTICIPANT agrees to provide adequate space at the FACILITY to facilitate the installation of any and all equipment needed for providing the offered SERVICES.

During the term of this Agreement, CONTRACTOR shall be the exclusive provider of the SERVICES offered and contracted for the FACILITY.

CONTRACTOR agrees to provide the SERVICES at no cost to PARTICIPANT and provide ongoing service to the equipment necessary for providing the SERVICES and keep said equipment in repair at its own expense during the term of this Agreement. Contractor shall provide periodic maintenance service at its own cost. However, with regard to the Video Visitation units at the FACILITY, CONTRACTOR shall only agree to maintain such units at no cost to PARTICIPANT for as long as the replacement parts for said units remain available.

COMMISSIONS

PARTICIPANT shall receive commissions for the SERVICES offered as outlined in the following table.

Service Description	Commission	Paid on
Icenet Inmate Telephone Service	Fifty-Five percent (55%)	Gross Billed Revenue

CONTRACTOR shall provide, as a bonus to PARTICIPANT, ten thousand dollars (\$10,000.00) in prepaid calling cards each year upon the anniversary date of this Agreement. PARTICIPANT may sell the bonus calling cards through the FACILITY commissary system and retain all funds from the sale of the bonus pre-paid calling cards.

Should PARTICIPANT elect to directly purchase and sell prepaid calling cards, PARTICIPANT will order said calling cards from CONTRACTOR and be invoiced by CONTRACTOR for the face amount of the cards ordered less the commission percentage associated with the cards for Icenet Inmate Telephone Service. PARTICIPANT will then submit payment for the calling cards to CONTRACTOR on net twenty (20) day terms. Should PARTICIPANT fail to make payment on the calling cards that PARTICIPANT ordered within the terms specified, CONTRACTOR has the right to deduct any unpaid calling card invoice amounts from future commissions. CONTRACTOR agrees that no sales tax



will be charged on calling card orders provided that PARTICIPANT supplies its tax exemption certificate to CONTRACTOR.

Should PARTICIPANT elect to sell and distribute calling cards through their associated commissary provider, CONTRACTOR will sell said calling cards to the commissary provider for the full face amount of the cards ordered less the commission percentage associated with the cards. PARTICIPANT agrees that commissions earned on the calling cards sold through the commissary provided will be paid by the commissary provider to the PARTICIPANT.

The first commission payment due to PARTICIPANT shall be remitted sixty (60) days following the end of the month in which the installation occurred, and subsequent commission payments due to PARTICIPANT shall be remitted monthly.

CONTRACTOR shall provide PARTICIPANT with access to its reporting website whereby PARTICIPANT can produce the following reports:

Call Detail reports

Commission reports

PARTICIPANT shall review the monthly report and report any discrepancies to CONTRACTOR for immediate rectification.

Guaranteed Annual Review

CONTRACTOR shall annually conduct a complete review of the performance of service and operations under this Agreement. The purpose of this annual review is to improve efficiency and productivity under this Agreement, and to assure the expectations of CONTRACTOR and PARTICIPANT and the current service solutions of PARTICIPANT are met. With the approval of PARTICIPANT and CONTRACTOR, the terms of this Agreement may be annually amended by written addendum pursuant to the guaranteed annual review.

Contract Term and Termination

Term - The contract term shall be FIVE (5) years commencing on June, 1 2016 and terminating SIXTY (60) months from the commencing date. CONTRACTOR agrees to extend to PARTICIPANT the option of extending the term of this contract for one (1) additional FIVE (5) year period. This renewal or extension shall be upon the same terms and conditions as the original contract, unless otherwise changed and agreed upon by both parties, and shall be automatically renewed at the end of the original term. If PARTICIPANT intends not to exercise its option, it shall specifically notify CONTRACTOR in writing at least ninety (90) days prior to expiration of this contract.

Termination - The contract may be terminated by either party, for cause. In such case, the party requesting termination has to define in writing the reason for said termination and has to allow the other party the opportunity to cure the said reason within 30 days. If the said reason is not cured within the 30-day timeframe, the party requesting termination may terminate the contract.

No Third Party Beneficiaries

The parties do not enter into this contract for the benefit of any person other than the parties to this contract, nor do they intend that any person be or become a third party beneficiary to this contract.

Assignment and Subcontracting

This contract and the covenants and agreements contained herein shall be binding upon and inure to the benefit of successors and assigns of the parties hereto and may not be assigned by either party hereto without the prior written consent of the other party. Any attempt to assign this contract in violation of this Paragraph is void and of no effect.

Liability Limitation



Notwithstanding anything to the contrary in this Agreement, neither CONTRACTOR nor PARTICIPANT shall be liable to the other for any indirect, incidental, special or consequential damages, loss of profit or income, or loss of data, regardless of cause, Contractor's total liability to Participant is to provide the equipment, service and commissions to PARTICIPANT as is required in this Agreement.

Force Majeure

CONTRACTOR shall be excused from performance under this Agreement to the extent such performance is prevented by any act of government or regulatory action, war, civil disobedience, terrorism, labor strike, or failure of a third party to perform. In addition, CONTRACTOR shall be excused from performance due to the failure, fluctuation or outage of electrical power, heat, air-conditioning or equipment failure or similar event beyond its reasonable control; provided that CONTRACTOR shall use reasonable efforts to return to full performance as expeditiously as possible. CONTRACTOR reserves, but shall not unreasonably exercise, the right to renegotiate the terms of this Agreement upon 60 days advance written notice to PARTICIPANT when any government body, or its regulatory agents, change service rates, adopt restrictive regulations, or mandate operations by law, or where inmate population or capacity of Participant facility materially changes. PARTICIPANT acknowledges that the services provided by CONTRACTOR are subject to federal, state, and local regulatory requirements, and CONTRACTOR must perform in compliance therewith.

Notices

All notice or other communications required or permitted to be given under this contract shall be in writing and shall be deemed to have been duly given if delivered personally by hand, via overnight courier, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

PARTICIPANT:

Johnson County Sheriff's Office
278 Southwest 871 Road
Centerview, MO 64019
Attn: Sheriff Scott Munsterman

CONTRACTOR:

Encartele, Inc.
8210 South 109th Street
La Vista, NE 68128
Attn: Scott Moreland

Sole and Exclusive Agreement; Modification

This contract represents the sole and exclusive agreement between the parties hereto, and this contract shall not be changed, modified or amended except by a written agreement executed by the parties.

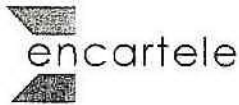
Non-assumption of Liability

Neither party assumes or accepts any liability for the acts or failures to act of the other party, its agents or employees. Further, notwithstanding anything herein to the contrary, neither party shall be liable to the other for incidental, indirect, special, consequential or similar damages or for lost profits even if advised in advance of the possibility of such. If CONTRACTOR is unable to perform hereunder as a result of events beyond its reasonable control, then CONTRACTOR shall be relieved of its obligations so affected only for as long as such circumstances prevail.

Indemnification by CONTRACTOR

CONTRACTOR will indemnify and shall keep, save and hold harmless PARTICIPANT from and against loss and any all claims, demands, causes of action, damages, costs or liability arising from or out of any breach of this contract by CONTRACTOR.

Resolution of Problems and Disputes



If either party believes the other party has violated the terms of this contract, the party having such belief shall notify the other party, in writing, of the alleged violation. The parties shall then meet and confer on the issue within five (5) day(s) of receipt of the written notice.

Non-waiver of Breaches

The waiver of any breach of this contract by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

Confidentiality

The parties agree to keep the terms of this contract confidential except to the extent disclosure is required by applicable law or as otherwise mutually agreed to in writing.

Governing Law and Venue

This contract shall be governed by the laws of the State of Missouri (without regard to the choice of law provisions thereof) and the parties agree that venue for any legal proceedings or otherwise shall exclusively be in the state and federal courts located in Johnson County, Missouri.

Unenforceability of Portion of Contract and Separation of other provisions of Contract

If any provisions contained in this contract are held to be unenforceable by a court of law or equity, this contract shall be construed as if such provision did not exist, and the enforceability of such provisions shall not be held to render any other provision or provisions of this contract unenforceable.


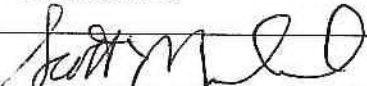
Effect of Headings

Section and paragraph headings used herein are provided solely for purposes of convenience, and are not intended to limit or define the meaning of the text to which they apply, or to be used in construing or interpreting this contract.

Counterparts

This contract may be executed in one or more counterparts, each of which is to be deemed an original, and all of which constitute, collectively, one agreement.

IN WITNESS WHEREOF, this contract has been executed by each of the parties by their duly authorized legal representatives.

Johnson County Sheriff's Office, MO		Encartele, Inc.	
Signature:		Signature:	
Printed Name:	Scott Munsterman	Printed Name:	Scott Moreland
Title:	Sheriff	Title:	President
Date:	3-29-2016	Date:	4-25-16



ATTACHMENT "A"

Service Deliverables and Values*

Description	Value	Qty	Value
Bonus Calling Cards	\$10,000.00	5	\$50,000.00
All Services and Equipment to Remain the Same as Per the Expiring Agreement			
Software Installation and Setup (hourly)	\$200.00		
Training (hourly)	\$200.00		
Hardware Installation and Setup (hourly)	\$200.00		

*** Commission: Fifty-Five Percent (55%) of Gross Billed Revenue at the new FCC mandate of \$0.22/min**



Lease, Revenue Sharing and Service Agreement

Johnson County Sheriff's Office

This Lease, Revenue Sharing and Service Agreement (this "**Agreement**"), made and entered into as of this 9th day of November 2017 (the "**Effective Date**"), between Johnson County Sheriff's Office (the "**County**") and HomeWAV, LLC, a Virginia limited liability company ("**HomeWAV**").

RECITALS

Whereas, the County and HomeWAV desire to enter into Agreement to provide, among other terms and conditions, that the County will lease certain equipment, as set forth on Exhibit A hereto (the "**Equipment**"), from HomeWAV and will use that Equipment to operate HomeWAV's proprietary and patented software program (the "**Software**" and, together with the Equipment, the "**System**");

Whereas, the System will be installed and operated in the County's detention facilities hereto (each, a "**Facility**" and collectively, the "**Facilities**") and will provide inmate video visitation over the Internet; and

Whereas, HomeWAV will deliver the Equipment and provide the County with a limited license to use the Software, and the County will accept the Equipment and make use of the Software and the System, in each case, pursuant to the terms and subject to the conditions set forth herein.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties, desiring to be contractually bound, agree as follows:

1. **Lease; Exclusivity.** HomeWAV hereby agrees to lease to the County, and the County hereby agrees to accept a lease from HomeWAV, the Equipment. For the duration of this Agreement (which includes any extensions hereto), the County agrees to use HomeWAV as the exclusive provider of video visitation systems for the detainees and their visitors, and agrees not to use, purchase, lease or accept any software, equipment or system similar to the Software, the Equipment or the System for use at any Facility.
2. **Equipment Removal and Existing Agreement.** The County hereby assigns all of its rights, title and interest to all equipment and software provided by HomeWAV in connection with the Existing Agreement, and HomeWAV hereby agrees to arrange for the removal of such equipment and software from the Facility, at no cost to the County. The system usage fees charged and the revenues to be paid relating to the system usage fees charged prior to the first day of the first month immediately following the Effective Date shall be calculated pursuant to the terms and subject to the conditions of the Existing Agreement.
3. **Term of this Agreement.** This Agreement shall terminate four (4) years from the day the System is turned on for inmate use unless terminated earlier pursuant to Section 16.
4. **No Charge.** HomeWAV will: (i) arrange for the delivery of the Equipment to the Facilities, (ii) load the Software onto the Equipment, (iii) coordinate the installation of the Equipment in designated

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wall mount locations within the Facilities, (iv) provide Cat 5e or greater data cable to be installed by the County, (v) provide reasonable authorization and assistance to permit the use of the Equipment in connection with the Other Permitted Use and (vi) provide staff training on administrative platform features and functionality, all at no charge to the County.

5. **No Charge for Service and Maintenance.** HomeWAV will service and maintain the Equipment in each Facility pursuant to HomeWAV's Software and Hardware Service Level Agreement, to be entered into between HomeWAV and the County contemporaneously with the execution this Agreement and may be amended as may be mutually agreed to by the parties thereto (the "**Service Agreement**"), which shall automatically terminate upon termination of this Agreement; provided that HomeWAV shall not service or maintain the Equipment to the extent any damage occurred as a result of misuse, neglect or any breach of this Agreement, in each case, by any person other than HomeWAV or its employees, agents, representatives or subcontractors.

6. **Title to the Equipment.** HomeWAV shall retain title to the Equipment and the System. The County agrees to execute any such additional instruments and to permit any filing or recordation as may be requested by HomeWAV to indicate ownership of the Equipment. The County will not, and will not permit any other person to, remove, alter, disfigure or cover up any numbering, lettering, insignia or any owner's tag(s) displayed upon the Equipment.

7. **License for Use of System.** HomeWAV hereby grants to the County a non-assignable and nonexclusive license to use the Software for the limited purpose of providing Internet video visitation to inmates in each Facility and to view or monitor the records of such visitations, in each case in accordance with the Software's End User Licensing Agreement and Terms of Use and Privacy Policy, as each is set forth in the Software, as such items may be updated, amended and modified in accordance with their respective terms (collectively, the "**Software Terms and Conditions**"), and pursuant to the terms and subject to the conditions of this Agreement. The County shall have no right to sublicense the Software and may not copy or modify the Software, or any adaptation, transcription or merged portion thereof, except as expressly authorized in writing by HomeWAV. Any modifications, improvement or alterations to the Software, whether authorized or not, made by the County or any third party shall be the sole and exclusive property of HomeWAV, and the County hereby assigns all of its right, title and interest in and to such modifications, improvements or alterations to HomeWAV. For the avoidance of doubt, this license shall expire immediately upon the termination of this Agreement.

8. **The County's Agreements.**

- a. The County covenants that it will not sublease or assign the Equipment, the Software or the System.
- b. The County agrees that the County shall keep the Equipment free and clear of all liens and encumbrances.
- c. The County hereby agrees to use the Equipment for limited purposes of use of the Software and the Other Permitted Uses, in each case, at the Facilities and pursuant to the terms and subject to the conditions of this Agreement.

- d. The County agrees to use its best efforts to ensure that none of the Equipment or Software is damaged by misuse or neglect, including, without limitation, by misuse by the inmates.
 - e. The County will work with HomeWAV to ensure that all users of the System will agree to the Software Terms and Conditions.
 - f. The County will not move the Equipment without the advance written consent of HomeWAV.
 - g. The County will not remove, alter, disfigure or cover up any numbering, lettering, insignia or any owner's tag(s) displayed upon the Equipment.
 - h. The County will provide a data file of the County's Jail Management Software at a minimum of once per day.
 - i. The County will extend cat 5e or greater data cable to each to the locations within each Facility where the Equipment is to be installed (HomeWAV to provide the cable).
 - j. Arrange for high speed Internet service (5MB/5MB minimum requirement) and any equipment associated therewith to be provided to the Facility.
9. **Use of the System.** Subject to lock-downs, suspension of inmate privileges, and other temporary interruptions, the County will allow inmate visitation on the System during the same hours when inmates are allowed to use the applicable Facility's inmate phone systems.
10. **Access to the Facility.** The County will grant HomeWAV and its subcontractors reasonable access to the Facilities in connection with HomeWAV's rights and obligations hereunder and under the Service Agreement. HomeWAV shall have the right, upon reasonable notice, to enter into each Facility to inspect the System.
11. **System Usage Fee.** The video visitors to each Facility's inmates shall be charged a fee at the rate of twenty-five cents (\$.25) per minute to take part in video visitations using the System and fifty cents (\$.50) per video message, or such other prices as may be agreed to by the County and HomeWAV (such amounts, the "Usage Fees"). Revenues from video visitation using the System to visit with inmates in the Facilities shall be deposited into a dedicated account established and maintained by HomeWAV through PayPal, or another equivalent third-party ecommerce vendor, and HomeWAV is authorized to disburse such funds in accordance with Section 14. HomeWAV reserves the right to change the Usage Fees, upon 30 days' notice from HomeWAV, as a result of any one or combination of the following: (a) inflation, (b) a change in taxes, (c) a change in inmate phone rates or (d) any rule, regulation, or other action by any government or regulatory entity resulting in increased costs to HomeWAV.
12. **Revenue Sharing.** Revenues from the Usage Fees from the Facilities will be shared between HomeWAV and the County such that HomeWAV will retain 80% of such amounts for consideration of its obligations hereunder and consideration and the County will receive 20% of such amounts to offset a portion of the County's cost to monitor video visits using the System and to operate the System in the Facilities; provided, however, that all sales tax and, to the extent that not used to increase the Usage Fees, any fees, penalties or other costs or expenses resulting from any new rule, regulation, or other action by



any government or regulatory shall be subtracted from the calculation of total revenues. HomeWAV shall pay to the County, on a monthly basis, its share of the revenues not later than the 10th of following month.

13. **Call Monitoring.** HomeWAV will endeavor to permit the County to monitor the video messages and video calls in accordance with HomeWAV's practices. The County hereby agrees that HomeWAV shall have no obligation to review or monitor the contents of any video call or video message made or received using the Software or the System and shall have not obligation to notify the County in connection with any use or misuse of the Software or the System or any video call or video message made or received on the System. The County hereby agrees that HomeWAV shall have no obligation to verify the users of the Software and the System and shall not be liable for any use of the Software that is in violation of the Software Terms and Conditions. HomeWAV will endeavor to make certain video recordings available to the County on demand for a period of not less than 90 days after the date of such recording and, with advanced written notice, until 90 days after termination of this Agreement. The County agrees that HomeWAV has no liability to the County or any third party for any failure to record, store, transmit, relay, review or monitor any video message.

14. **Financial Reporting Requirements.** HomeWAV shall maintain an accounting program that accurately reflects the revenues generated by the System in the Facilities, and provide that information to the County monthly during the term of this Agreement. HomeWAV shall retain its share of the revenues as payment for its obligations hereunder, and shall remit the County's share of revenues, along with such monthly financial reports, to the County. HomeWAV shall issue video visitation call data, revenue, and expense information by the 10th day of each month with respect to video visitation activity that occurred in the Facilities during the preceding month. HomeWAV shall maintain all books, documents, accounting records and other evidence pertaining to the services and payments under this Agreement and make such materials available for inspection at all reasonable times during the term of this Agreement, and for three (3) years after the date of the final payment under the Agreement.

15. **Termination.** The County may terminate this Agreement if HomeWAV breaches Section 4, 5, 6, 13 or 15 and such breach remains unremedied thirty (30) days after notice thereof. HomeWAV may terminate this Agreement if the County breaches Section 1, 2, 5, 6, 7, 8, 9, 10, or 11 and such breach remains unremedied thirty (30) days after notice thereof. This Agreement shall automatically terminate upon the end of the term, as such term may be extended pursuant to Section 3. Sections 11, 13, 15, 16, 17, 18, 20, 21, 22, 23, 25 and 27-32 shall survive termination of this Agreement. In the event that the Additional Consideration has not paid to or retained by HomeWAV prior to termination of this Agreement (excluding any termination by the County pursuant to the first sentence of this Section), then the County shall owe HomeWAV any amount of Additional Consideration not previously paid to or retained by HomeWAV.

16. **Release of the Equipment.** The County shall release the System to HomeWAV in good, working condition promptly following termination or expiration of this Agreement, but in no event later than (30) days following such termination or expiration. In the event that any Equipment is not in good, working condition or any Equipment is not returned pursuant to this Section, the County shall be liable for the replacement cost of such Equipment, which amount shall be payable on HomeWAV's demand.

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17. **Agreement Documents.** The attached Exhibit A, describing the Equipment and attached Exhibit B describing the Other Permitted Uses, the Service Agreement and the Software Terms and Conditions are each made part of this Agreement and are each incorporated herein by this reference. This Agreement represents the entire agreement and understanding between HomeWAV and the County with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral, that the parties hereto may have had with respect thereto. No statements, representations, promises or inducements with respect to the subject matter by either party or by any agent or representative of either party which is not contained in this Agreement shall be valid or binding between the parties.

18. **Force Majeure.** To the extent allowable by law, any delays or failures by either party hereto in the performance of the obligations hereunder shall be excused if and to the extent such delays or failures are caused by occurrences beyond such party's control (a "**Force Majeure**"), including, without limitation, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage, failure of the Internet, or any part or element thereof and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by such party.

19. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

20. **Independent Contractor.** HomeWAV acknowledges that HomeWAV and its employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability. Nothing in this Agreement will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

21. **Subcontractors.** HomeWAV shall have the right to use subcontractors to perform its obligations and exercise its right hereunder and under the Service Agreement. HomeWAV shall be liable for all acts and omissions of its subcontractors as if such acts or omissions were performed by HomeWAV.

22. **Notices.** All notices under this Agreement must be in writing and must be given by either party by prepaid mail, overnight courier service, or hand delivery to the other party as set forth below. Either party may change its address and/or addressee for notices at any time with fifteen (15) days' prior notice to the other party in accordance with the foregoing.

HomeWAV: HomeWAV, LLC
11100 Linpage Place
Suite 200
St. Louis, MO 63132

County: Johnson County (MO) Sheriff's Office
278 SW 871st Rd.
Centerview, MO 64019

23. **Nondiscrimination and Non-Conflict Statements.** HomeWAV agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of HomeWAV. HomeWAV shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

24. **Warranty Disclaimer.** THE SYSTEM, THE SOFTWARE, THE EQUIPMENT AND SERVICES DELIVERED PURSUANT TO THIS AGREEMENT AND THE SERVICE AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BUT EXCLUDING ALL WARRANTIES EXPRESSLY PROVIDED IN THE SERVICE AGREEMENT. HOMEWAV DOES NOT WARRANT THAT THE SOFTWARE WILL RUN PROPERLY ON THE EQUIPMENT OR ANY OTHER HARDWARE, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR COMPLETELY ERROR FREE, OR THAT ALL SOFTWARE ERRORS OR DEFECTS WILL BE CORRECTED.

25. **Compliance with all Federal, State, and Municipal Laws.** HomeWAV is familiar with, and agrees to observe and comply with, all applicable federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of inmate video communication, and shall ensure that its third-party subcontract installers, if applicable, obtain any necessary permits prior to installation of the Equipment in the Facilities.

26. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI, BOTH AS TO INTERPRETATION AND PERFORMANCE.

27. **Assignment.** No party hereto may assign this Agreement or any or all any of its rights or obligations hereunder without the prior written consent of the other party; provided, however, that HomeWAV may assign this Agreement to any of its subsidiaries or affiliates or to any entity that acquires all or substantially all of HomeWAV's assets and agrees to assume responsibility hereunder. None of the provisions of this Agreement shall be construed to be for the benefit of or enforceable by any person or entity other than the parties hereto and their successors and assigns.

28. **Indemnification and Setoff.** To the extent limited and in accordance with Washington law, each party agrees to defend, indemnify and hold harmless the other party, their officers, employees and agents from and against all liability claims, actions, damages, losses and expenses, including reasonable attorney's fees, which arises out of any negligent or will full act or omission by such party, or breach of any obligation of the party under this Agreement. HomeWAV may, without notice to the County, set off or recoup any liability it owes to the County against any liability for which HomeWAV determines the County is liability to HomeWAV, whether either liability is matured or unmatured or is liquidated or unliquidated.

29. **Severability.** If any provision of this Agreement is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.





30. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original hereof and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures transmitted by facsimile or other electronic means will be deemed originals.

31. **Authorization; Third Party Beneficiaries.** Each person signing below warrants and represents that he/she has full power and authority to execute this Agreement on behalf of the party he/she represents. There are no third-party beneficiaries to this Agreement.

(signature page follows)

A handwritten signature in blue ink, appearing to be "HSA", is located in the bottom right corner of the page.



In witness whereof, the parties hereto have caused this Agreement to be executed on the day and year first above written, to be effective as of the Effective Date.

HomeWAV, LLC

By: _____
Name: John Best
Title: President

Johnson County (MO) Sheriff's Office

By: 
Name: Scott Munsterman
Title: Sheriff