

ELECTRONIC MONITORING SERVICE AGREEMENT

Agreement No. 060717CW2

This Electronic Monitoring Service Agreement ("Agreement") is made between BI INCORPORATED ("BI"), a Colorado corporation with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and SISKIYOU COUNTY COMMUNITY CORRECTIONS PARTNERSHIP ("Agency") with its principal place of business at 805 Juvenile Lane. Yreka, CA 96097 .

This Agreement outlines the responsibilities of each party relative to the operation of an electronic monitoring program.

This Agreement by the stated parties is effective as of the date of Agency's signature or the earlier of either BI's signature or implementation of services as provided herein ("Effective Date").

Upon full execution of this Agreement, Electronic Monitoring Service Agreement No. 080812VG1 shall terminate.

WHEREAS, Agency has determined that a present need exists for the products and services set forth in this Agreement; and

WHEREAS, Agency is authorized to enter into this Agreement by the laws and regulations to which Agency is subject; and

WHEREAS, Agency and BI agree that the terms and conditions of this Agreement apply to the products and services to be provided hereunder; and

NOW, THEREFORE, In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

1. DEFINITIONS

- 1.1 "Active Unit": A Unit which is assigned to a Client and is being monitored by BI.
- 1.2 "Active Unit Day": Any day, or any portion thereof, in which there is an Active Unit.
- 1.3 "Authorized Personnel": Those persons selected by Agency who are authorized to enroll Clients and select or adjust notification options.
- 1.4 "Client": A person subject to Agency's electronic monitoring program.
- 1.5 "Confidential Information": Any information which is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of BI.
- 1.6 "Documentation": User guides, reference manuals, and other documentation provided by BI in connection with the Equipment and Software Applications used under this Agreement. The Documentation is incorporated herein by this reference and will be provided upon execution of this Agreement.
- 1.7 "Equipment" or "Unit": Manufactured products and third party products provided by BI, including, but not limited to, GPS tracking devices, radio frequency monitoring devices, transmitters, Drive-BI Monitors, and alcohol monitoring devices.
- 1.8 "GPS": Global positioning system. Satellite system which operates independently of telephonic or internet reception and provides precise location and time information in all weather conditions.
- 1.9 "Software Application": Software applications made available by BI for use by Agency and/or Clients under this agreement, including, but not limited to, TotalAccess, BI Analytics, and BI SmartLINK.
- 1.10 "Supplies": Straps, latches, and batteries for the BI transmitter.
- 1.11 "Wi-Fi": Wireless networking technology that uses radio waves to provide wireless high-speed internet and network connections to devices. If no GPS location fix is obtained for 5 minutes, then the device will attempt to find a Wi-Fi signal.

2. Monitoring Service

- 2.1 **Description.** The Monitoring Service consists of Equipment or Units, Software Applications, and BI's central host computer system running the Software Applications, including TotalAccess or similar monitoring software applications (described below). Units are issued to the Clients by the Agency. The

TotalAccess system is located in BI's offices. The Units communicate with TotalAccess through cellular telephone service or the Client's landline telephone service.

- 2.2 **TotalAccess.** TotalAccess is a secure and password protected proprietary application that supports the BI continuum of radio frequency, GPS, and alcohol monitoring equipment
- 2.3 **System Maintenance.** Agency acknowledges that BI must perform periodic maintenance on the host computer system. During the performance of this maintenance, the system may be required to be temporarily 'off-line'. BI will exercise commercially reasonable efforts to notify Agency via e-mail or phone in advance of any such maintenance.

3. BI's SERVICES

3.1 Training.

3.1.1 **Initial Training.** BI will provide an initial training session at no cost to Agency regarding the operation and use of the services provided in this Agreement prior to the commencement of the Agency's electronic monitoring program. This training is a requirement before commencement of services under this Agreement. No login ID will be activated until and unless the assigned user has successfully completed training certified by BI.

3.1.2 **TotalAccess Training.** All TotalAccess training sessions shall be conducted via a remote service such as web conferencing.

3.1.3 **Additional Training.** Additional training is available and may be subject to a training charge.

- 3.2 **Agency Support.** BI will make reasonable efforts to provide Agency with answers to specific Agency support requests as related to the Equipment, Monitoring Services, and overall operation of the electronic monitoring program. BI will supply Agency with an address for e-mail and a 1-800 toll free number for questions and / or feedback.

- 3.3 **Rental Maintenance.** BI shall maintain the Equipment provided hereunder at its expense. Maintenance will be performed at BI's facility. Notwithstanding such obligation, unless otherwise specified in Exhibit A, Agency shall be responsible for the replacement cost of lost or missing Equipment and/or the cost of required repairs necessitated by (i) Agency's negligence or (ii) the damage or destruction of the Equipment by parties other than BI. Shipment shall be in accordance with BI's Return Material Authorization (RMA) Policy described in subsection 3.4 below.

- 3.4 **Return Material Authorization (RMA) Policy.** Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Business Services Department and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide Agency with ground delivery to BI's facility. Freight charges incurred by BI for Equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels or without an RMA number will be charged back to Agency. BI's Customer Business Services Department is available to the Agency Monday through Friday from 8:00 am to 5:00 PM Mountain Time by calling 1-800-241-5178.

4. EQUIPMENT

- 4.1 **Supplied by BI.** Subject to availability of the Units, BI shall supply a sufficient quantity of Units to meet Agency's need subject to notice five (5) business days prior to shipment. Agency agrees that it shall assist BI in forecasting its Unit needs. All Units or other Equipment supplied by BI shall be subject to all charges set forth in Exhibit A, as applicable. Agencies utilizing BI supplied Equipment shall be entitled to receive, at no additional charge, a reasonable quantity of Supplies and installation kits (Unit activator, lead cutter, allen driver) to maintain Agency's electronic monitoring program in accordance with the prices set forth on Exhibit A.
- 4.2 **Supplied by Agency.** Agency may, subject to prior approval by BI, supply its own Units or equipment to be utilized hereunder. Any such Unit or item of equipment must be compatible with BI's host computer monitoring system. Units and/or equipment supplied by Agency will not be subject to the rental charges set forth in Section 6.1 and/or Section 6.2. All other charges as set forth in Section 6 are considered applicable and are payable by Agency in accordance with the terms and conditions set forth in Section 6. In no event is Agency entitled to Unit supplies (batteries, latches, and straps) if it is supplying Units and/or Equipment hereunder.
- 4.3 **Inspection of Equipment.** Upon providing written notice at least two (2) business days prior, BI shall have the right to enter on the premises where the Equipment may be located during normal business hours for the purpose of inspecting it, observing its use, or conducting an inventory.

4.4 **Freight.** BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

5. **AGENCY'S OBLIGATIONS.** Agency agrees as follows:

- 5.1 to identify Authorized Personnel;
- 5.2 to retain complete authority and responsibility for Client selection, enrollment and alert management;
- 5.3 to be responsible for all liaison work with the involved courts and/or agencies;
- 5.4 to fulfill all Agency requirements to access and utilize BI's TotalAccess monitoring system;
- 5.5 to perform or oversee orientation in compliance with BI policy. Orientation, in accordance with BI policy, establishes Equipment use guidelines. Agency will ensure that applicable Equipment responsibility and use forms are acknowledged and signed by the Clients prior to receipt of Equipment.
- 5.6 to be responsible for the proper use, management and supervision of Equipment; and
- 5.7 to ensure that users have completed training in access and use of the Monitoring Service, including TotalAccess.

6. COST OF SERVICES

- 6.1 **Unit Rental Charge.** For every Unit provided to Agency by BI, Agency shall pay to BI rent for each day in any given month that a Unit is in Agency's possession (the "Unit Rental Charge"). The Unit Rental Charge is as set forth on Exhibit A.
- 6.2 **Additional Rental Charge.** For any additional items of Equipment or component of a Unit provided by BI and in Agency's possession, Agency shall pay to BI daily or monthly rent for that item of Equipment as set forth in Exhibit A.
- 6.3 **Service Charge.** Every Active Unit is subject to a daily charge as set forth in Exhibit A. For every Active Day, Agency shall pay to BI an amount based upon the daily service charge.
- 6.4 **Net 30.** BI will invoice Agency on a monthly basis for all charges incurred during the month. Payment shall be made by Agency to BI within thirty (30) days of invoice date. Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.
- 6.5 **Taxes.** Except for BI's net income, Agency will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services.

7. TERM, TERMINATION, RENEWAL

- 7.1 **Term.** The term of this Agreement is from July 1, 2017, through June 30, 2020, unless otherwise terminated as provided for herein.
- 7.2 **Termination for Convenience.** This Agreement may be terminated for convenience by either party upon sixty (60) days prior written notification to the other party.
- 7.3 **Notice.** All notices with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notices shall be sent by certified mail or delivered by messenger.
- 7.4 **Termination for Default.** This Agreement may be terminated by a party upon thirty (30) days prior written notice to the other party if the other party defaults on any responsibility and/or obligation under this Agreement, or is in breach of any term of this Agreement, and the defaulting party does not remedy such default or breach within thirty (30) days following the date of such notice.
- 7.5 **Return.** Upon expiration or termination of this Agreement, Agency shall immediately return all property due to BI. In the event BI's Units, unused supplies and other such property are not returned within seven (7) days, Agency shall pay to BI ten dollars (\$10.00) per Unit per day until BI has all such Units and other property in its possession. BI is entitled to full payment for services rendered and accepted by Agency whether during the term of this Agreement or thereafter.

8. LIMITATION OF LIABILITY

- 8.1 Agency will be responsible for the proper use, management and supervision of the Equipment. Agency agrees that BI will not be liable for any damages caused by Agency's failure to fulfill these responsibilities.
- 8.2 **Disclaimer of Warranty.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, BI EXCLUDES THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT FOR A PARTICULAR PURPOSE. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT IS IMPERVIOUS TO TAMPERING. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT ARE COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.
- 8.3 **Damages.** IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE, OR USE OF THE MONITORING, SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT.
- 8.4 **Acts.** IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS AND/OR CLIENTS THAT ARE SUBJECT TO AGENCY'S ELECTRONIC MONITORING PROGRAM.
- 8.5 **Telecom.** Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and land-line telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downage or other failure to any system that is not directly in BI's control. BI agrees to notify Agency as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

9. INDEMNIFICATION COVENANTS

- 9.1 **General.** BI will indemnify Agency from and against all liability resulting from the negligence or willful misconduct of BI, its employees and agents in the providing of the services set forth herein. Agency will indemnify BI from and against all liability resulting from the negligence or willful misconduct of Agency, its employees and agents in the operation and use of the services as set forth herein.
- 9.2 **Acts.** Because BI does not approve those persons and/or Clients subject to Agency's electronic monitoring program, Agency agrees to indemnify BI from and against all liability resulting from the acts committed by those persons subject to its electronic monitoring program. As used in this Agreement, the term "liability" includes but is not limited to legal fees and expenses, penalties and interest.
- 9.3 **Survival.** This Section 9 shall remain in effect even if Agency has made full payment under this Agreement or this Agreement is terminated.

10. OWNERSHIP AND CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

- 10.1 BI shall retain all ownership interests in all parts of the Monitoring Services. All rights owned by BI that are not granted by this Agreement, including the right to derivative works, are reserved to BI. All rights, powers and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive property of BI. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the Equipment or Documentation.
- 10.2 Agency agrees to hold in confidence and not disclose to any party, other than authorized employees, the Documentation or any confidential information or trade secrets of BI.
- 10.3 BI will issue Agency a login ID and a password for use in accessing Total Access and the specific Client information for that Agency. The confidentiality of the Monitoring Service and Client information is dependent upon Agency's careful control of the login ID and password. Agency agrees to maintain its password as private and confidential information and to take all reasonable measures to maintain the careful control and security of the login ID and password. In this regard, Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the Documentation

or trade secrets hereunder, shall agree to be bound by confidentiality, nondisclosure, use, and copying restrictions consistent with those of this Agreement. Agency agrees to notify BI immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password or any part thereof by any person or entity. BI is not responsible for breaches in security resulting from third party access to Agency's password.

- 10.4 Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sublicensees to alter, maintain, enhance, or otherwise modify any part of the Monitoring Service, other than strictly to input, access and update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble or do any other operation or analysis with the Monitoring Service or associated software, hardware, and technology that would reveal any of BI's confidential information, trade secrets, or technology.
- 10.5 Agency agrees not to make any attempt to gain any unauthorized access to any other Agency's or user's account or to the systems, networks or databases of the Monitoring Service other than Agency's specific Client information as specifically permitted herein. Violations of the Monitoring Service security system are prohibited and could result in criminal and civil liability.
- 10.6 Agency shall not, and shall take all reasonable actions to cause its employees, agents and subcontractors, if any, not to, during the term of this Agreement or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligations under this Agreement, any Confidential Information which Agency's or such person has acquired or may acquire, whether technical or non-technical, relating to the business and affairs of BI.

11. INSURANCE. Each party hereto shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. Upon request, the parties hereto shall furnish to the other a certificate of insurance or other evidence that the required insurance is in effect.

12. FORCE MAJEURE. BI shall not be liable for any delay in the performance or nonperformance which is due to causes beyond BI's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, telecommunications services – both wireless and wire systems, including cell phones, pagers, and the like, differences with employees or similar or dissimilar causes beyond BI's reasonable control.

13. GENERAL

- 13.1 Each party is obligated to protect the proprietary rights and trade secrets which must be revealed during the course of business. Such obligation shall be for the term of the Agreement and five (5) years thereafter. Protection shall be interpreted as against the use of such information in a way deemed detrimental to the other party. Publicly available information shall not be considered proprietary.
- 13.2 This Agreement is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices of the other party. All business practices and contract compliance outside the defined conditions of this Agreement and authorized amendments are the sole responsibility of each party.
- 13.3 Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on BI and will not apply to this Agreement.

14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. In the event that a dispute arises with respect to any of the provisions herein contained or any other matter affecting the relationship between BI and Agency it shall be resolved by arbitration in Denver, Colorado in accordance with the rules and procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction. All attorneys' fees and associated expenses (including arbitration and or court costs, witness fees and other reasonable expenses) shall be awarded to the prevailing party.

- 15. ENTIRE AGREEMENT.** The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their representatives, successors and assigns.
- 16. ASSIGNMENT AND SUBCONTRACTING.** This Agreement may not be transferred or assigned by Agency or by operation of law to any other person, persons, firms, or corporation without the express written approval of BI. BI shall have the right to subcontract any and all services set forth under this Agreement, so long as BI remains primarily responsible hereunder.
- 17. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative, effective as of the latest date set forth below.

Contractor:

By:  Matthew D. Nace 6/28/2017
Printed Name Date

TAXPAYER I.D. 84-0769926

Executed in Yreka, California, on the date and year first above written

COUNTY OF SISKIYOU

By: _____
Michael N. Kobseff,
Chairperson Board of
Supervisors

ATTEST:

Colleen Setzer, County Clerk

By: _____
Deputy

APPROVED AS TO ACCOUNTING FORM:

All Years Rate .01:

FUND 2101 Organization 203101 Account 723000 *Act Code 1020*
FUND 2101 Organization 203101 Account 725000 *Act Code 1020*

EXHIBIT A

TO THE
ELECTRONIC MONITORING SERVICE AGREEMENT
Agreement No. 060917CW2 ("Agreement")

between
BI INCORPORATED ("BI")
and

SISKIYOU COUNTY COMMUNITY CORRECTIONS PARTNERSHIP ("Agency")

Pursuant to Section 6 of the Electronic Monitoring Service Agreement referenced above, the cost to Agency for the services rendered by BI is as follows:

Service - Standard

TAD UNIT TERMS AND CHARGES:

TAD ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge:	\$5.30	per Unit per day provided from BI inventory.
TAD Alcohol Only Monitoring Service Charge:	\$2.20	per Unit per active day.
Total TAD Alcohol Only Charge:	\$7.50	per Unit per day.

TAD WITH RF CHARGES:

TAD Monitoring Unit Rental Charge:	\$5.30	per Unit per day provided from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.20	per Unit per active day.
Total TAD with RF Charge:	\$7.50	per Unit per day.

TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge:	\$5.30	per Unit per day provided from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.50	per Unit per day provided from BI inventory.
TAD Alcohol Only Monitoring Unit Service Charge:	\$2.20	per Unit per active day.
Total TAD Plus Cellular – Alcohol Only Charge:	\$9.00	per Unit per day.

TAD PLUS CELLULAR - WITH RF MONITORING CHARGES:

TAD Monitoring Unit Rental Charge:	\$5.30	per Unit per day provided from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.50	per Unit per day provided from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.20	per Unit per active day.
Total TAD Plus Cellular - with RF Monitoring Charge:	\$9.00	per Unit per day.

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and Accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

One (1) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep up to, but not to exceed, one inactive TAD Unit at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the one spare allowance, Agency will incur a \$5.30 charge per unit per day.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,750.00 each; TAD HomeBase - \$1,750.00 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

One (1) TAD Cellular HomeBase Unit No-charge Spare: Each month during the term of this Agreement, Agency is entitled to keep up to, but not to exceed, one inactive TAD Cellular HomeBase Unit at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the one spare allowance, Agency will incur a \$1.50 charge per unit per day.

No TAD Cellular HomeBase Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Units. Replacement cost for the TAD Cellular HomeBase Unit is \$2,250.00 each.

Supplies: Fiber optic strap \$30.00.

Reasonable Supplies: BI will provide reasonable supplies for supply items excluding the fiber optic strap.

SL2 UNIT TERMS AND CHARGES:

SL2 Unit Rental Charge: \$3.50 per day per Unit provided from BI inventory.

SL2 Unit Monitoring Service Charge: \$3.00 per Unit per active day.

Total SL2 Unit Charge: \$6.50 per Unit per day.

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

One (1) SL2 Unit No-charge Spare: Each month during the term of this Agreement, Agency is entitled to keep up to, but not to exceed, one inactive SL2 Units at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL2 Units in excess of the one spares allowance, Agency will incur a \$3.50 charge per unit per day. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No SL2 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged SL2 Units. Replacement cost for SL2 Units is \$800.00 each.

SL2 Accessories: BI will provide, at no charge to Agency, one (1) carrying case, one (1) charger, and five (5) mouthpieces per Unit supplied by BI. The cost of any additional chargers or carrying cases shall be borne by

Agency. Carrying cases are \$15.00 each and chargers are \$10.00 each. A reasonable number of additional mouthpieces shall be provided as needed at no charge.

SL2 Telco Service Charge: SL2 Units that are inactive continue to incur telecom fees. Therefore, the fees listed below will be applied based on the total Inactive Unit Days in a month. "Inactive Unit Days" are the total purchased units times the number of days in the month, minus the total Active Unit Days for the month and the Spare Allowance. An "Active Unit Day" is any day in which a purchased unit is active in the system. The "Spare Allowance" is [20%] of all purchased units times the number of days in the month. Units reported lost or damaged beyond repair can be removed from the total inventory. This calculation is performed on a monthly basis with no carryover from one month to the next. Credit will not be provided in connection with this calculation.

Purchased Unit Volume

0 – 25 Purchased Units	--- \$0.60 Telco Fee
26 – 50 Purchased Units	--- \$0.55 Telco Fee
51 – 100 Purchased Units	--- \$0.50 Telco Fee
101 - 200 Purchased Units	--- \$0.45 Telco Fee
201 – 300 Purchased Units	--- \$0.40 Telco Fee
300+ Purchased Units	--- \$0.35 Telco Fee

EXACUTRACK TERMS AND CHARGES:

EXACUTRACK ONE CHARGES:

ExacuTrack One Tracker Component Rental: \$2.75 per day per Unit provided from BI inventory.

EXACUTRACK ONE WITH 1.60.A0 ZX SERVICE:

ET One - GPS Point Collection every 1 minute, Data Transmission every 60 minutes, no AFLT, with Zone Crossing Notification.

ExacuTrack One 1.60.A0 ZX Service: \$2.10 per day per Unit provided from BI inventory.

ExacuTrack One 1.60.A0 ZX Total: \$4.85 total of ExacuTrack One Components and ExacuTrack One 1.60.A0 ZX Service charges.

EXACUTRACK ONE WITH 1.720.A0 NZ SERVICE:

ET One - GPS Point Collection every 1 minute, Data Transmission every 720 minutes, no AFLT, no Zone Crossing Notification.

ExacuTrack One 1.720.A0 NZ Service: \$1.80 per day per Unit provided from BI inventory.

ExacuTrack One 1.720.A0 NZ Total: \$4.55 total of ExacuTrack One Components and ExacuTrack One 1.720.A0 NZ Service charges.

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and Accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

Two (2) ExacuTrack One Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep up to, but not to exceed, two ExacuTrack One Tracker Units at no charge (not subject to the Unit Rental Charge while not in use). For any inactive ExacuTrack One Units in excess of the two spares allowance, Agency will incur a \$2.75 charge per unit per day.

No ExacuTrack One Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged ExacuTrack One Equipment. Replacement costs for ExacuTrack One units are the following: ExacuTrack One Beacon - \$250.00 each; ExacuTrack One Tracking Unit - \$1,740.00 each.

Supplies: ExacuTrack One fiber optic strap - \$30.00 each; and ExacuTrack Wallcharger - \$60.00 each.

BI will provide reasonable supplies other than what is listed above (in the "Supplies" section)

LOC8 TERMS AND CHARGES:

LOC8 Component Rental: \$3.25 per day per Unit provided from BI inventory.

OPTION A: LOC8 WITH 1.30.W5.C30 ZX SERVICE:

LOC8 - GPS Collection Rate once per minute, Data Transmission every 30 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), Cell Tower Locate every 30 minutes (If GPS not found), with Data Transmission at Zone Crossing.

LOC8 1.30.W5.C30 ZX Service: \$2.10 per day per Unit provided from BI inventory.

LOC8 1.30.W5.C30 ZX Total: \$5.35 (total of LOC8 Components and LOC8 1.30.W5.C30 ZX Service charges)

OPTION B: LOC8 WITH 1.720.W5.C0 NZ SERVICE:

LOC8 - GPS Collection Rate once per minute, Data Transmission every 720 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), no Cell Tower Locate (If GPS not found), with no Data Transmission at Zone Crossing.

LOC8 1.720.W5.C0 NZ Service: \$1.80 per day per Unit provided from BI inventory.

LOC8 1.720.W5.C0 NZ Total: \$5.05 (total of LOC8 Components and LOC8 1.720.W5.C0 NZ Service charges)

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and Accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

Two (2) LOC8 Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep up to, but not to exceed, two (2) LOC8 Units at no charge (not subject to the Unit Rental Charge while not in use). For any inactive LOC8 Units in excess of the two (2) spares allowance, Agency will incur a \$3.25 charge per unit per day. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No LOC8 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged LOC8 Equipment. Replacement costs for LOC8 units are the following: LOC8 Tracking Unit - \$2,099 each; LOC8 Beacon - \$300.00 each;

Supplies: LOC8 wallcharger - \$49.00 each; LOC8 Battery - \$35.00 each.

Reasonable Supplies: Service includes reasonable disposable field supplies as required by Agency.