Solutions Services Agreement

Freestone County Jail

This Agreement ("AGREEMENT"), submitted as of this date of **April 7, 2026** ("Submitted Date") between the **Freestone County Sheriff's Office,** with an address of **103 N. Keechi, Fairfield, TX 75840** herein referred to as "PARTICIPANT" and Crown Correctional Telephone, INC, a Texas S Corporation, with an address of 410 W 19th Street Clifton, TX 76634 herein referred to as "PROVIDER." PARTICIPANT and PROVIDER are sometimes referred to individually as a "PARTY" or collectively as the "PARTIES."

RECITALS

WHEREAS, the PARTICIPANT has requested, and PROVIDER has submitted, a proposal for the installation of hardware and software as outlined in Exhibit A of this AGREEMENT, attached hereto ("Exhibit A"), herein referred to as "SERVICES" and PARTICIPANT has agreed to accept the terms of the proposal presented;

WHEREAS, the SERVICES will be installed and operated in the PARTICIPANT'S facility and/or facilities, herein referred to as "FACILITY";

WHEREAS, PROVIDER shall provide the hardware, as set forth on Exhibit A (the "EQUIPMENT"), and will use that EQUIPMENT to operate PROVIDER'S proprietary software platform, as set forth on Exhibit A (the "SOFTWARE" and, together with the EQUIPMENT, the "SYSTEM") in PROVIDER'S performance of the SERVICES;

WHEREAS, PROVIDER will deliver the EQUIPMENT and provide the PARTICIPANT with a limited license to use the SOFTWARE, and the PARTICIPANT 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, agree as follows:

TERM: This AGREEMENT shall have a term of **five (5) years** commencing on**5/1/2026** ("Effective Date") and terminating **sixty (60)** months thereafter (the "Initial Term"). Upon completion of the Initial Term, this AGREEMENT will automatically renew for additional **sixty (60)** month terms, beginning on the day after the last day of the Initial Term's expiration (the "Extended Term"), unless PARTICIPANT notifies PROVIDER in writing at least sixty (60) days prior to expiration of the Initial Term or successive Extended Terms of their intent not to participate in the Extended Terms. The Extended Term(s) shall be upon the same terms and conditions as this Agreement, unless otherwise changed and agreed upon by both PARTIES in writing.

TERMINATION: This AGREEMENT may be terminated by either PARTY, for cause. In such case, the PARTY requesting termination (the "Terminating Party") must define in writing delivered to the other Party (the "Non-Terminating Party") the reason for said termination (the "Termination Notice") and allow the Non-Terminating Party the opportunity to cure the said reason within 30 days after receipt of the Termination Notice (the 'cure period"). If the said reason remains uncured after the expiration of said cure period, then the Terminating Party may terminate this AGREEMENT by written notice to the Non-Terminating Party.

REVENUE SHARING: The PARTICIPANT shall receive a revenue share as set forth in Exhibit B ("Revenue Share") on gross revenues generated from the SERVICES. PROVIDER shall pay the PARTICIPANT its Revenue Share monthly on or about the 25th day starting after the initial traffic month to allow for a billing cycle to be completed. If a regulatory authority or government entity makes significant changes to the Provider's ability for payment of site commissions to a correctional facility or decreased rates charged by a Provider, these changes will be made in accordance with new rules. No other changes to the agreement will be required.

INSTALLATION: Prior to the Effective Date, PROVIDER will (i) deliver the EQUIPMENT to the FACILITY, (ii) load the SOFTWARE onto the EQUIPMENT, (iii) install the EQUIPMENT in designated locations within the FACILITY, (iv) reuse/extend existing data cables to necessary locations, (v) provide additional integration and provisioning services as necessary to prepare the SYSTEM for functional operation, and (vi) provide PARTICIPANT'S staff updated training on administrative SYSTEM features and functionality (collective, the "SYSTEM INSTALLATION SERVICES").

EXCLUSIVITY: For the duration of this AGREEMENT (which includes any extensions hereto, including the Extended Term), the PARTICIPANT agrees to use PROVIDER as the exclusive provider of the SERVICES listed in Exhibit A for the FACILITY 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 the FACILITY.

EQUIPMENT TITLE: PROVIDER shall retain title to the EQUIPMENT and the SYSTEM, provided by PROVIDER, during the Initial Term and the Extended Term of this AGREEMENT. The PARTICIPANT agrees to make reasonable efforts to ensure that none of the EQUIPMENT is damaged by misuse or neglect, including, without limitation, by misuse by the inmates.

NO COST SERVICE & MAINTENANCE: PROVIDER will, at its own expense and without charge to PARTICIPANT, service and maintain the EQUIPMENT in each FACILITY within the scope of work provided in the Software and Hardware Service Level Agreement, as set forth on Exhibit C hereto (the "Service Agreement"). To the extent that PARTICIPANT requests PROVIDER to provide any additional labor or services which are outside the Service Agreement's Scope of Work or required as a result of misuse of the SYSTEM by PARTICIPANT or inmates, then PROVIDER at its option shall have the right to require reimbursement for such services at its Standard Service Rates. As of the Submitted Date, PROVIDER's Standard Service Rates are $60/hour, but PROVIDER reserves the right to increase its Standard Service Rates at any time. PROVIDER will service and maintain the EQUIPMENT in each FACILITY pursuant to the Software and Hardware Service Level Agreement, as set forth on Exhibit C hereto (the "Service Agreement").

RATES: Inmates, friends and family, and visitors of the FACILITY shall be charged rates as outlined in the Revenue Share and Usage Rates in Exhibit B ("Rates") attached hereto ("Exhibit B"). PROVIDER reserves the right to change the Rates upon thirty (30) days' notice to PARTICIPANT.

SOFTWARE LICENSE: PROVIDER hereby grants to the PARTICIPANT a non-assignable and nonexclusive license to use the SOFTWARE for the limited purpose of providing the SERVICES outlined in Exhibit A to inmates at the FACILITY. Access is granted to the PARTICIPANT to view or monitor records relative to the SERVICES in accordance with the Terms of Use accepted by the FACILITY'S inmates and visitors.

DISCLAIMER: PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SOFTWARE, EQUIPMENT, OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ADDITIONALLY, PROVIDER DOES NOT WARRANT THAT ITS SOFTWARE, EQUIPMENT, OR SERVICES WILL BE FREE FROM ERROR OR BE UNINTERRUPTED DURING THE INITIAL TERM OR EXTENDED TERM.

AGREEMENT DOCUMENTS: The attached Exhibit A, describing the Scope of Work, is made part of this AGREEMENT, and is incorporated herein by this reference. The attached Exhibit B, describing Revenue Share and Usage Rates, is made part of this AGREEMENT, and is incorporated herein by this reference. The attached Exhibit C, describing the Software and Hardware Service Level Agreement, is made part of this AGREEMENT, and is incorporated by this reference.

NO THIRD-PARTY BENEFICIARIES: The PARTIES do not enter into this AGREEMENT for the benefit of any person other than the PARTIES to this AGREEMENT, nor do they intend that any person be or become a third-party beneficiary to this AGREEMENT.

NON-ASSUMPTION OF LIABILITY: Neither PARTY shall be liable to anyone for the acts or failures to act of either PARTY, its agents, or employees. Further, notwithstanding anything herein to the contrary, neither PARTY shall be liable to the other, or to an inmate or inmate's family, for any incidental, indirect, special, consequential, or other damages or for lost profits even if advised in advance of the possibility of such. If PROVIDER is unable to perform due to events beyond its control, PROVIDER shall be relieved of its obligations so affected only for as long as such circumstances prevail.

FORCE MAJEURE: PROVIDER 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, PROVIDER shall be excused from performance due to the failure, fluctuation, or outage of electrical power, heat, air-conditioning, internet service or equipment failure, or similar event beyond its reasonable control; provided, however, that PROVIDER shall use reasonable efforts to return to full performance as expeditiously as possible. PROVIDER reserves, but shall not unreasonably exercise, the right to renegotiate the terms of this AGREEMENT upon sixty (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 the inmate population or capacity of the FACILITY materially changes. PARTICIPANT acknowledges that the services provided by PROVIDER are subject to federal, state, and local regulatory requirements, and PROVIDER must perform in compliance therewith.

INDEMNIFICATION BY CONTRACTOR: Each Party (an "Indemnifying Party") will indemnify and shall keep, save, and hold the other party (the "Indemnified Party") harmless from and against loss and any and all claims, demands, causes of action, damages, costs or liability arising from or out of any breach of this AGREEMENT by the Indemnifying Party.

SEVERABILITY: If any provision of this AGREEMENT is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in full force and in effect.

LIABILITY LIMITATION: Notwithstanding anything to the contrary in this AGREEMENT, neither PROVIDER 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. PROVIDER'S total liability to PARTICIPANT is to provide the EQUIPMENT, SYSTEMS, SERVICES, and Revenue Share to PARTICIPANT as is required by this AGREEMENT, and in no event shall PROVIDER'S aggregate liability arising out of or related to this AGREEMENT, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed an amount equal to: (i) the gross revenues generated from the SERVICES during the twelve (12) months preceding the applicable claim against PROVIDER, less (ii) the Revenue Share paid from PROVIDER to PARTICIPANT during such same twelve (12) month period.

NOTICES: All notice or other communications required or permitted to be given under this AGREEMENT 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 addresses or such other address as may be given in writing to the PARTIES:

PARTICIPANT	PROVIDER
103 N. Keechi, Fairfield, TX 75840 Attn: **Sheriff Jeremy Shipley**	410 W 19th Street, Clifton, TX 76634 Attn: Ryan Bartula

GOVERNING LAW AND VENUE: This AGREEMENT shall be governed by the laws of the state of **Texas** (without regard to the choice of law provisions thereof), and the PARTIES agree that the venue for any legal proceedings or otherwise shall exclusively be in the state and federal courts located in the state of **Texas**.

ASSIGNMENT AND SUBCONTRACTING: This AGREEMENT, 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 AGREEMENT in violation of this paragraph is void and of no effect.

CONFIDENTIAL INFORMATION: All non-public, confidential or proprietary information of PROVIDER, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by PROVIDER to PARTICIPANT, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this AGREEMENT is confidential, solely for the use of performing this AGREEMENT and may not be disclosed or copied unless authorized in advance by PROVIDER in writing. Upon PROVIDER'S request, PARTICIPANT shall promptly return all documents and other materials received from PROVIDER. PROVIDER shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to PARTICIPANT at the time of disclosure; or (c) rightfully obtained by PARTICIPANT on a non-confidential basis from a third party.

SOLE AND EXCLUSIVE AGREEMENT; MODIFICATION; WAIVER: This AGREEMENT represents the sole and exclusive agreement between the PARTIES hereto, and this AGREEMENT shall not be changed, modified, or amended except by a written agreement executed by the PARTIES. No waiver by PROVIDER of any of the provisions of this AGREEMENT is effective unless explicitly set forth in writing and signed by PROVIDER. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this AGREEMENT operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

SURVIVAL: Provisions of this AGREEMENT which by their nature should apply beyond their terms will remain in force after any termination or expiration of this AGREEMENT including, but not limited to, the following provisions: Confidential Information, Governing Law and Venue, and Survival.

COUNTERPARTS: This AGREEMENT 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 AGREEMENT has been executed by each of the PARTIES by their duly authorized legal representatives.

X _____
PARTICIPANT Authorized Representative

Printed Name: Shipley

Title: Sheriff

Acceptance Date: 4/20/26

X _____
PROVIDER Authorized Representative

Printed Name: Derrick Ploutz

Title: Director of Sales

Acceptance Date: 4/21/2026

COUNTY JUDGE/ COMMISSION COURT

X _____
PARTICIPANT Authorized Representative

Printed Name: Lloyd Lane

Title: County Judge

Acceptance Date: 8/5/2026

FILED FOR RECORD
At 9 ,o'clock A M

AUG 05 2026

RENEE GREGORY
Clerk County Court, Freestone County, Texas
By Renee Gregory

COMMISSIONERS COURT
FREESTONE COUNTY, TEXAS

Exhibit A - Scope of Work

INSTALLATION OF EQUIPMENT: PROVIDER will furnish, test, and install all equipment to support the operation of the SOFTWARE and SERVICES at the FACILITY. Equipment needs will be determined and mutually agreed upon after the signing of this AGREEMENT. PROVIDER reserves the right to add any additional equipment upon request from the FACILITY during the term of this AGREEMENT. Requests submitted by PARTICIPANT for additional equipment must be made in writing and if PROVIDER chooses to approve the request and install the requested equipment, the additional equipment will be included in the Scope of Work and once installed becomes subject to the terms and conditions of this AGREEMENT.

Equipment	Facility Locations	Total Quantity
Cid Voice Device	Housing Units, Booking, and Visitation	Existing
ADTRAN Gateway and Network Switch	Primary Network Room	Existing
CID Kiosks	Housing Units and Visitation	Existing
CID Tablets	Housing Units	Existing
Tablet Chargers	Control	Existing
Wireless Access Points	Housing Units	Existing

Optional Enhanced Services	Description	Cost Covered By
Fast Case Law Library	Law Library accessible to inmates on CID tablets and kiosks.	Participant- $0.50 per inmate per month based on ADP in Cidnet

INTERNET: In the event that it is agreed that the Internet will be provided by the PARTICIPANT, PARTICIPANT will, at its sole cost, arrange for high-speed Internet service, both fixed and/or wireless, with a minimum system requirement of 80 kilobits per second per audio phone applications, and any equipment associated therewith to be provided to the FACILITY, and the PARTICIPANT will maintain the high-speed Internet service and any equipment associated therewith. The PARTICIPANT will provide, at its sole cost, the electricity necessary to run, install and service the high-speed Internet Service and operation of EQUIPMENT.

PARTICIPANT WILL provide Internet for the SYSTEM and SERVICES as indicated.

PARTICIPANT WILL provide and bear the cost of all ELECTRICAL CONNECTIONS for the SYSTEM and SERVICES as indicated.

TABLETS: In the event that it is agreed that tablets will be deployed at PROVIDER'S cost and a tablet is lost and can't be located or recovered, PARTICIPANT will be responsible for an invoice payment of $250 before a replacement tablet will be shipped. Additionally, PROVIDER reserves the right to adjust tablet quantities based on population, usage, and revenue.

Exhibit B - Revenue Share on Bandwidth Utilization

Revenue Share

The following table outlines the monetary rates borne by those using the communication services related to PROVIDER systems. PROVIDER has outlined the Revenue Share payments to be made to PARTICIPANT on the gross billed revenue generated from PROVIDER SERVICES.

Cidnet Service	Rate	PARTICIPANT Cash Revenue Share
Voice	$0.30 per megabyte	$0.02 Per Minute Rate Adder
Video	$0.30 per megabyte	$0.02 Per Minute Rate Adder
Mail	$0.30 per megabyte	50%

In October 2025, the FCC Report and Order 25-75 reaffirmed a prohibition of site commissions and set new cap rates but allowed a $0.02 rate additive for facility safety and security. This took effect on April 6, 2026. PROVIDER will comply with the federal mandate and pay PARTICIPANT the rate adder or any subsequent rate adder in lieu of cash revenue shares for Voice and Video services.

The following highlighted capped rates will apply with the mandate. PROVIDER reserves the right to charge less but not more than the Audio and Video Rate Caps. If any further changes are made by any regulatory authority, rates and rate adders will be adjusted accordingly. Additionally, if PARTICIPANT facility's ADP changes to a different tier, those changes will be made accordingly:

TIER (ADP)	Audio Rate Cap (per minute)	Rate Adder (per minute)	Effective Audio Cap (per minute)	Video Rate Cap (per minute)	Rate Adder (per minute)	Effective Video Cap (per minute)
Large (1,000 +)	$0.08	$0.02	$0.10	$0.17	$0.02	$0.19
Medium (350-999)	$0.10	$0.02	$0.12	$0.17	$0.02	$0.19
Small (100-349)	$0.11	$0.02	$0.13	$0.19	$0.02	$0.21
Very Small (50-99)	$0.13	$0.02	$0.15	$0.23	$0.02	$0.25
Extremely Small (0-49)	$0.16	$0.02	$0.18	$0.34	$0.36	$0.36

Exhibit C - Software and Hardware Service Level Agreement

Crown Correctional Telephone offers 24/7/365 support by calling 1-888-639-6789.

Support and maintenance will be provided through Cidnet phone support, remote access, remote testing, and on-site labor. Phone support, remote access, and remote testing of EQUIPMENT are available between 8:00 a.m. and 10:00 p.m. CST on business days. To the extent that any service window described herein is not practicable given the security protocols at the applicable facility, the parties will work together to address the problem in a timely manner.

Maintenance/repair calls from the facility will be resolved in the manner outlined in this section (subject to the limitations set forth above):

"**Major Emergency**" shall be defined as an occurrence of any one of the following conditions:

- A failure of any hardware that prohibits system operation.
- A failure of network equipment due to inclement weather, lightning storms, etc. that prohibits system operation.

For a "Major Emergency", PROVIDER will attempt to respond to the service problem within thirty (30) minutes of the initial trouble report by the facility through the use of remote testing or access. If the system is not accessible for remote access, PROVIDER will dispatch a qualified technician on-site at the facility.

"**Minor Failure**" shall be defined as a system failure or problem other than a "Major Emergency" item as listed above.

For a "Minor Failure" PROVIDER will attempt to respond to the service problem within four (4) hours of the initial trouble report using remote testing or access or, if the Routine Service is an issue/defect, the issue/defect will be resolved using the Support Ticket Process described below. In the event of minor failure, PROVIDER will ship necessary parts for facility staff or PROVIDER technicians to conduct maintenance or repairs.

SUPPORT TICKET PROCESS: All service and support activities are managed through the PROVIDER Ticketing System. PARTICIPANT agrees to use the ticketing system as a means to contact PROVIDER when requesting service and support related to the operation of the SYSTEM. When a ticket is submitted by an employee at the Facility, PROVIDER will observe the following process.

1. When the ticket is submitted by the Facility, an automated email notification will be sent to the PROVIDER group support email and the email of the assigned Solutions Advisor.

2. The ticket is assigned to PROVIDER Facility Support Representative, and the status is changed from 'Pending' to 'In-Progress'.

3. Support Representative analyzes the contents of the ticket and classifies it as a Major Emergency or Minor Failure.

4. Activities necessary to fulfill support requests are conducted within the confines of PROVIDER's ability to provide a solution. This includes but is not limited to answering questions, gathering additional information, troubleshooting issues, testing equipment, dispatching field technicians, and conducting service labor. Once the necessary labor is conducted to the satisfaction of the Facility, the status of the ticket is manually changed from 'In-Progress' to 'Complete'.

5. The completed ticket is reviewed by PROVIDER's Administrative Support Team for quality assurance purposes. If the ticket meets or exceeds the quality expectations based on subjective criteria, the ticket status is changed from 'Complete' to 'Closed'. If the ticket does not meet or exceed the quality expectations based on subjective criteria, the ticket status is changed from 'Complete' to 'In-Progress' and additional support activities listed in step 4 are conducted.

6. All closed tickets are archived in the PROVIDER system for review.