

**AIR® SERVICE Agreement**

This AIR Service Agreement (the "Agreement") is made between CORRISOFT, LLC ("Corrisoft"), a Kentucky limited liability company with its principal place of business at 1648 McGrathiana Parkway, Ste. 225, Lexington, KY 40511, and \_\_\_\_\_ ("Agency"), with its principal place of business at \_\_\_\_\_.

This Agreement is effective as of the date of full execution.

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, agree as follows:

**DEFINITIONS:**

- a) "Active Monitoring" or "Actively Monitor," as used herein, refers to the ability to periodically receive recent location coordinates and other information about Clients, subject to certain limitations set forth in the Documentation.
- b) "Client" or "Participant" refers to any person that is subject to Agency's supervision and enrolled in the AIR Program(s).
- c) "Confidential Information" refers to any information that is marked, or should be reasonably understood to be, confidential or proprietary information of Corrisoft.
- d) "Documentation" refers to the "Corrisoft AIR Officer's Reference Manual" which is incorporated herein by this reference and will be provided upon execution of this Agreement.
- e) "Unit" or "Equipment" or "Product" refers to:
  - i) "AIR Mobile®" consisting of a specialized mobile smart phone;
  - ii) "AIR Connect® Equipment" consisting of AIR Mobile phone and ankle bracelet Bluetooth tether;
  - iii) "BLUtag" consisting of a 1-piece Personal Tracking Unit and a wall charger;
  - iv) "BLUtag consumables" consisting of 1 strap, 1 clip set and 1 pin;
  - v) "AIR" or "AIR Service" refers to the AIR web-based software platform and services described in Sec. 2.;
  - vi) "AIR Check-In" mobile app for iOS (Apple) and Android Mobile Operating Systems;
  - vii) "AIR CheckBAC" consisting of a remote breathalyzer and a mobile app for iOS (Apple) and Android Mobile Operating Systems
  - viii) "Maxx LMS" consisting of a web-based learning management system, or LMS.
- f) "GPS" refers to Global Positioning Satellite.
- g) "Profile" refers to Participant's personal information entered into AIR System.
- h) "System" refers to Corrisoft central monitoring computer systems, which are located and maintained at Corrisoft offices.
- i) "Active Unit" refers to any Unit that is assigned to a Client that is being monitored, regardless of whether such monitoring is active or passive.

**1. AGENCY'S OBLIGATIONS**

- 1.1 Agency agrees to retain complete authority of and responsibility for Client selection, enrollment and Participant consent(s), installation and instruction on device operations, monitoring alerts, and reports; to oversee orientation and installation of Equipment; to verify the accuracy of all Profile(s); to establish policies and procedures; to respond to alert notifications; to manage all liaison work with the involved courts; Profile page set-up, entering initial and ongoing participant GPS location/compliance terms, field support (device swaps & recovery), monitoring Participants for compliance through monitoring software and system generated alerts, un-enrollment, and entering of scheduled events (court dates, drug testing, etc.) and to manage and control all login IDs.
- 1.2 Agency shall retain liability for any and all acts committed by a Client.
- 1.3 Agency will be responsible for the proper use, management, and supervision of the Equipment.
- 1.4 Agency shall be responsible for compliance with all laws and regulations applicable to Agency's use of the AIR Program services and equipment. Without limiting the foregoing, Agency shall also be responsible for compliance with all privacy and data security requirements regarding Agency's collection, storage, and transmission of data in conjunction with the AIR Program.

**2. CORRISOFT'S OBLIGATION**

- 2.1 Provided Agency is not in default of this Agreement, Corrisoft will supply certain Product and Equipment to Agency and certain AIR related services to Agency during the term of this Agreement subject to the provisions set forth herein. The specific Equipment and services to be supplied by Corrisoft, and the amounts to be paid by Agency for such Equipment and services, will be set forth in invoices that will be periodically provided by Corrisoft to Agency.

**3. PAYMENT TERMS**

- 3.1 Payment terms are Net 30 from date of invoice. Interest on any amount that 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.
- 3.2 In the event any item hereunder is found to be subject to taxation in any form, except taxes based upon net income, Agency will pay to Corrisoft 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. In the event Agency is tax exempt, Agency agrees to supply Corrisoft with a tax exemption certificate.

**4. CONTRACT TERM, TERMINATION, RENEWAL**

- 4.1 The term of this Agreement is for \_\_\_\_\_ from the effective date of this Agreement unless terminated as provided herein. This Agreement, its terms and conditions, and authorized amendments are renewed automatically on the anniversary of its original effective date unless otherwise terminated as provided for herein.
- 4.2 Either party, upon sixty (60) days prior written notice to the other party, may terminate this Agreement for convenience. All notices with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party.
- 4.3 Upon termination of the Agreement, Agency shall immediately return all property due to Corrisoft. In the event Corrisoft's Units, unused supplies, and other such property are not returned within seven (7) days, Agency shall pay to Corrisoft the full daily rate listed in Exhibit A until Corrisoft has all such Units and other property in its possession. Corrisoft is entitled to full payment for services rendered and accepted whether during the term of this Agreement or thereafter.
- 4.4 The parties agree and acknowledge that the terms of this Agreement are conditioned upon and subject to the availability of Corrisoft products and services. Corrisoft shall not be liable for any delay in performances due to limited availability of AIR products and services.

**5. LIMITATION OF LIABILITY**

- 5.1 Agency agrees that Corrisoft will not be liable for any damages caused by Agency's failure to fulfill these responsibilities listed above.
- 5.2 **DISCLAIMER OF WARRANTY.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CORRISOFT EXCLUDES AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE SERVICES OR EQUIPMENT FOR A PARTICULAR PURPOSE. CORRISOFT EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICE OR EQUIPMENT IS IMPERVIOUS TO TAMPERING. CORRISOFT EXPRESSLY DISCLAIMS ANY WARRANTY THAT SERVICE OR EQUIPMENT IS OR WILL BE 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.

- 5.3 IN NO EVENT WILL CORRISOFT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH, ANY FAILURE OF THE EQUIPMENT OR SERVICES OR BREACH BY CORRISOFT OF THIS AGREEMENT, EVEN IF CORRISOFT HAS KNOWLEDGE OF THIS POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE.
- 5.4 IN NO EVENT DOES CORRISOFT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS AND/OR CLIENT(S) THAT ARE SUBJECT TO AGENCY'S ELECTRONIC MONITORING PROGRAM. AGENCY AGREES TO INDEMNIFY CORRISOFT FROM ANY THIRD PARTY CLAIMS FOR ANY SUCH ACTS OF CLIENT(S). AS USED IN THIS AGREEMENT, THE TERM "LIABILITY" INCLUDES BUT IS NOT LIMITED TO LEGAL FEES AND EXPENSES, PENALTIES AND INTEREST.
- 5.5 Agency agrees to indemnify and hold Corrisoft and its employees, agents, and contractors, harmless from any and all claims of third parties resulting from or incidental to the Agency's participation in the AIR Program, or the Agency's use, modification, or operation of the Licensing Software.
- 5.6 This section shall remain in effect even if Agency has made full payment under this Agreement or this Agreement is terminated.

## 6. OWNERSHIP—CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

- 6.1 "Intellectual Property" shall include, but is not limited to, the following: patents; copyrights, including derivative works; trademarks, both common law and registered; trade secrets; system design, modular program structure, system logic flow, file content, video and report format, coding techniques and routines, file handling, video screen and data entry handling, and report and/or form generation.
- 6.2 Corrisoft shall retain all ownership interests in all Intellectual Property of Corrisoft, including but not limited to Intellectual Property related to the AIR Service. All rights owned by Corrisoft that are not granted by this Agreement, including without limitation the right to derivative works, are reserved to Corrisoft. The System, Equipment, Documentation, and any and all copies thereof, whether in whole or in part, whether made by Corrisoft or anyone else, and all rights, powers, and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive property of Corrisoft. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the System, Equipment, Documentation and/or rights, powers and privileges that arise out of this Agreement. Agency shall not directly or indirectly dispute or contest the validity of Corrisoft's rights to the Equipment. Agency understands, acknowledges, and agrees that the System and Equipment are Corrisoft's Intellectual Property. Agency agrees to hold in confidence and not disclose to any party, other than authorized employees, the System, Equipment, Documentation or any Intellectual Property of Corrisoft. Corrisoft will issue Agency a login ID and a password for use in accessing the System and the specific Client information for that Agency. 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 and the Equipment, and shall not allow parties, except authorized employees or contractors of the Agency, access to the Equipment or any of its component parts. 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 System, Equipment, Documentation, or Intellectual Property hereunder, shall agree to be bound by the confidentiality, nondisclosure, use, and copying restriction of this Agreement. Agency agrees to notify Corrisoft immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password, Equipment or any part thereof by any person or entity. Corrisoft is not under any circumstances responsible for breaches in security resulting from third party access to Agency's password.
- 6.3 Maxx LMS and any other product or service name or slogan or logo contained in the LMS are trademarks of Corrisoft and its suppliers or licensors and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Corrisoft or the applicable trademark holder. Ownership of all such trademarks and the goodwill associated therewith remains with Corrisoft or the applicable trademark holder.
- 6.4 Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sub-licensees to alter, maintain, enhance, or otherwise modify any part of the AIR 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 Service or the System or associated software, hardware, and technology that would reveal any of Corrisoft's Intellectual Property, confidential information, or technology.
- 6.5 Agency shall take all reasonable actions to cause its employees, agents, and subcontractors, if any, to not, during the term of this Agreement or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligation under this Agreement, any Intellectual Property or Confidential Information which Agency or such person has acquired or may acquire, whether technical or non-technical, relating to the business affairs of Corrisoft, including without limitation the AIR Service and related documentation.

## 7. FORCE MAJEURE

Corrisoft shall not be liable for any delay in the performance or nonperformance which is due to causes beyond Corrisoft'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, failure of third-parties to provide goods or services, failure of any telecommunications services (both wireless and wire systems), differences with employees or similar or dissimilar causes beyond the reasonable control of Corrisoft.

## 8. 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 per occurrence. Upon request, the parties hereto shall furnish the other with a certificate of insurance or other evidence that required insurance is in effect.

## 9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event that a dispute arises with respect to any of the provisions contained herein or any other matter affecting the relationship between Corrisoft and Agency, the dispute shall be resolved by arbitration in Lexington, Kentucky in accordance with the rules of 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.

## 10. GENERAL

- 10.1 This Agreement may be executed in any number of separate counterparts, by the different parties hereto on, 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.
- 10.2 Nothing contained herein shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties.

## 11. ENTIRE AGREEMENT

The entire Agreement between parties with respect to the subject matter hereof is contained in this Agreement. This Agreement shall be binding on and inure to the benefit of the parties hereto and their representatives, successors and assigns.

## 12. ASSIGNMENT/SUBCONTRACTING

Corrisoft shall have the right to subcontract any and all services set forth under this Agreement, so long as Corrisoft remains primarily responsible hereunder. Agency shall not assign, sublicense, or otherwise transfer or assign this Agreement or any of its rights under this Agreement without prior written consent of Corrisoft. Corrisoft may assign this Agreement without the consent of Agency.

IN WITNESS THEREOF, the parties have executed this Agreement, effective as of the latest date set forth below.

**Agency Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Printed Name:** Amanda Hanson

**Printed Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Corrisoft, LLC**

**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Exhibit A****PRICING**

For the Agency, pursuant to Section 4 of the Agreement, the costs for the lease, products and services rendered by Corissoft are as follows:

**AIR® Component Charges****AIR Mobile Phone**

Any Quantity \$5.00 per day/participant

\*Agreed upon minimum 2 active units

**AIR Connect Equipment (to be paired with AIR Mobile smartphone)**

Any Quantity \$1.00 per day/participant

**AIR Check-in Mobile App (per month rates are for active licenses assigned to Participants anytime in the month; Monitoring Center Services not included)**

0 - 25 licenses \$0.70 per day/participant

26+ licenses \$0.68 per day/participant

Photo verification FREE

Standard Questionnaires FREE

Customized Questionnaire \$200 per questionnaire

**BLUtag (one piece GPS device)**

Any Quantity \$3.75 per day/participant

**Shelf**

Shelf is calculated on a monthly basis and by device type at full daily rate.

**AIR Mobile Inventory:**

- Agency will use its best efforts to keep unused AIR Mobile inventory in its possession to less than 5% of their active daily assignment. The Agency will receive a shelf credit for units at or below 5% of their active daily assignment, based on actual shelf inventory.
- When the Agency has a contract minimum of 15 AIR Mobile AND if the 5% calculation does not result 1 AIR Mobile unit, the Agency will receive a shelf credit for 1 AIR Mobile unit. The daily rate for shelf units above the calculation will be \$5.00 per day.

**Other:**

- All other monitoring equipment should be kept to less than 10% of their active daily assignment. The Agency will receive a shelf credit for units at or below 10% of their active daily assignment, based on actual shelf inventory.

**Equipment/Device Loss and Damage Replacement**

Agency will be responsible for all costs associated with lost, stolen, or damaged Equipment. Replacement costs will be as follows:

AIR Mobile/Supervisor Phone	\$400	BLUtag Charger	\$50
AIR Connect	\$200	Insurance available	See pricing below
BLUtag	\$500		

**AIR® Optional Services Pricing****Insurance for Loss or Damage Replacement Terms**

Choose level:

Corissoft acknowledges that placement of our devices with Participants and Agents entails risk of loss of such units. In order to fairly share the risk of such loss with the Agency, Corissoft hereby agrees to cover the potential loss as follows:

Minimum 15 devices	10% insurance coverage	\$0.50	Per unit/day
	100% insurance coverage	\$1.00	Per unit/day

10% insurance coverage: Allows for the loss of 10% of active units before loss charges are incurred

100% insurance coverage: Covers loss of 100% of active units.

**Training**

Minimum 15 devices	Initial Training	FREE
Below 15 devices	Initial Training	Virtual
All additional training	New staff/retraining	Fee quoted upon request

**Freight**

Corissoft will pay for ground shipping costs for devices to and from the Agency. Agency will be responsible for expedited freight charges if requested.

## Additional Notes

### Other

Not included in any Corisoft service: 411 directory assistance; 3<sup>rd</sup> party downloads; international calling or texting; data in excess of 1GB. All overages and extras will be invoiced on a monthly basis.

For AIR Connect and BLUtag Equipment: Corisoft will provide straps and clips for the devices at no charge. In the event that above normal consumption of these consumables is recognized by Corisoft, additional fees may be assessed. Additional consumables may be billed and/or can be purchased at any time for \$10 per strap set.

\* The Agency has the agreed upon grace period to reach the minimum daily active average number. During the grace period, the Agency will only be invoiced for Active Units. At the conclusion of the grace period, the Agency will be invoiced monthly for the agreed upon minimum.

\*\* An AIR Mobile phone. Specific model phones requested by the agency may be acquired by Corisoft at additional cost to the agency.

- A domestic plan with 400 anytime minutes, 400 anytime texts, 1 GB data per month
- Special model device types will require the agency to repair or replace at their own expense.
- Term of line is 12 months and a \$175 early termination fee per line will be applied if cancelled prior to the end of the term
- Agency will return all hardware (including charger) upon termination of service