



## **Voice Application Development and Hosting Agreement**

This Voice Application Development and Hosting Agreement ("Agreement") is entered into on May 15, 2011 between Telerus, Inc., 1738 Wynkoop Street, Suite 301, Denver, Colorado, 80202, [www.telerus.com](http://www.telerus.com), [info@telerus.com](mailto:info@telerus.com), hereinafter referred to as "Host" and Wise County Sheriff's Department, 200 Rook Ramsey Drive, Decatur Texas, 76234, hereinafter referred to as "Client." The Host and the Client shall be collectively referred to as the Parties. Under this Agreement, the Host will provide Voice Application Development and Hosting services to Client. The parties agree as follows:

### **1. Acceptance**

By accepting this Agreement and using Host's Voice Application Hosting Services ("Services"), Client and Host agree to be bound by all the terms and conditions of this Agreement.

### **2. Provision of Services**

Host agrees to provide Client with Voice Application Development and Hosting Services, consisting of configuration of Automated Information Services (AIS™), the Host's Interactive Voice Platform (IVR), for the Wise County Detention Facility with the features, specifications, and assumptions listed below. Note: not all features are required nor expected.

- Consultation with Wise County on the call forwarding, porting or auto attendant integration necessary to re-route public phone calls placed to the Facility to the Telerus Data Center.
- Consultation with Wise County on JMS integration through flat-file FTP exports in fifteen minute intervals. After consulting with Telerus on field requirements, the County will push Pipe, Comma, or Tab Delimited formatted text files to a furnished account on an FTP Server at the Telerus Data Center.
- Transfers of callers requiring personal assistance to facility staff members via a TBD single DID (local number).
- Speech Recognition Interface.
- Touchtone Interface.
- Text-to-Speech Interface.
- Spanish Interface.
- Inmate Name Recognition including Date of Birth Fallback and Alias Matching.



- Charges including Statue and/or JMS Entry Literal Description.
- Bond Amounts and Types including Support for Multiple Charges.
- Court Dates, Times, and Locations.
- Projected Release Dates.
- Inmate Specific Visitation Times and/or Visits Remaining for the Week.
- General Facility Information including facility location, directions, hours, mailing policies, visitation policies, money deposit policies and medication/prescriptions polices.
- Web Portal Access with capability to run Call Summary Reports on an ad hoc basis.
- Hosting from Class III data center located in Denver, CO with multiple Internet redundancies, multiple power redundancies, climate control, controlled access, raised floors, and diesel backup generators.

### **3. Agreement Term**

The initial term of this Agreement shall commence on the date of the first production call following execution of this Agreement and shall continue through the remainder of that calendar month in which this Agreement was executed (the "Initial Term"). After the initial term, this Agreement shall be automatically renewed for successive monthly periods until terminated by one of the parties as provided in this agreement.

### **4. Termination for Convenience**

Client or Host may terminate this Agreement at any time, for any reason, with written notice no less than 30 days prior to the service termination. In such event, the Host will not refund amounts already billed for the current monthly service period in which Client terminates the Agreement, nor the last month's deposit, which will be applied to the following monthly service period.

### **5. Payment Terms**

(a) Client agrees to pay Host an amount of \$1,100 monthly for the Host's services. Host reserves the right to change or modify its charges for Client's plan from time to time on 30 days notice written or e-mailed to Client. Client's continued use of Host's services after receipt of such a notice shall constitute Client's acceptance of and Agreement to be bound by the Host's modified charges for its services. Additional charges for add-on services not included in Client's plan will be made as mutually agreed upon.



(b) Upon execution of this agreement, Client agrees to pay Host the first and last month's fees for a total of \$2,200.

(b) Service charges are payable in advance on a monthly basis. Host will invoice Client at the beginning of each payment period. Host will submit all invoices to Client by US Postal Mail. Payment is due within 30 days of receipt of invoice. Payments must be made by check. Interest in the amount of one percent per month will be added to any outstanding invoices remaining unpaid for more than 60 days.

#### **6. Liability; No Warranty; Limitation of Damages**

(a) Client expressly agrees that use of Services provided by Host is at Client's sole risk.

(b) Host guarantees 99.5% percent uptime for the Voice Service. If uptime falls below 99.5% percent during any given month, Host will credit Client on pro-rated monthly basis for the uptime delta between the actual for the month and 99.5%. Any such credit shall be applied to future invoices. This credit shall be Client's sole and exclusive compensation for any downtime or other unavailability of Host's services under this Agreement. Host shall have no liability of any kind for any damages or loss arising as a consequence of such downtime or unavailability.

(c) Host, its agents, affiliates, licensors or the like, do not represent or warrant, expressly or impliedly, that their services will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of their services or as to the accuracy, reliability, or content of any information service or merchandise contained in or provided through their services, unless otherwise expressly stated in this Agreement.

(d) Host, its officers, agents, or anyone else involved in providing services shall not be liable for any direct, indirect, incidental, special, or consequential damages that result from the use or inability to use services; or for any damages that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of god, communication failure, theft, destruction, or unauthorized access to Host's records, programs, or services.

(e) Host will exercise no control over the content of the information passing through Host's network except those controls expressly provided herein.

(f) Host makes no warranties or representations of any kind, express or implied, for the services it is providing. Host also disclaims any warranty of merchantability or fitness for a particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays or non-deliveries.



### **7. Patents, Copyrights, Trademarks, and Other Intellectual and Proprietary Rights**

Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to Client. Client agrees that all right, title, and interest in any product or service provided to Client belongs to Host. These products and services are only for Client's use in connection with Services provided to Client as outlined in this Agreement.

### **8. Hardware, Equipment, and Software**

Client is responsible for and must provide all phone systems, phone services, computers, software, hardware, and other services necessary to FTP data files and route public phone calls to Host servers.

### **9. Attorneys' Fees**

If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

### **10. Notice**

Client agrees to keep Host informed of all current contact information for Client's account. Changes in Client's account information may be reported to Host by phone call to 303-996-0533 or e-mail at [info@telerus.com](mailto:info@telerus.com).

### **11. Governing Law**

This Agreement has been entered into in the State of Texas, and its validity, construction, interpretation and legal effect shall be governed by the laws of that state applicable to contracts entered into and performed entirely within that state. The parties agree that the District Court located in Wise County, Texas has exclusive jurisdiction over any actions arising from this agreement.

### **12. Severability**

In case any one or more of the provisions of this Agreement be held for any reason to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid provision(s) had never been contained in this Agreement, provided that those provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

### **13. Waiver**

No waiver by Host of any breach by Client of any provision of this Agreement shall be



deemed a waiver of any preceding or succeeding breach of this Agreement. No waiver shall be effective unless it is in writing, and then only to the extent expressly set forth in such writing.

**14. Entire Agreement**

This Agreement and Exhibit A shall constitute the entire agreement between Client and Host, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

HOST:

A handwritten signature in black ink, appearing to read "Ted Radey", written over a horizontal line.

Telerus, Inc.  
By Ted Radey, its CEO

6/20/11

Date

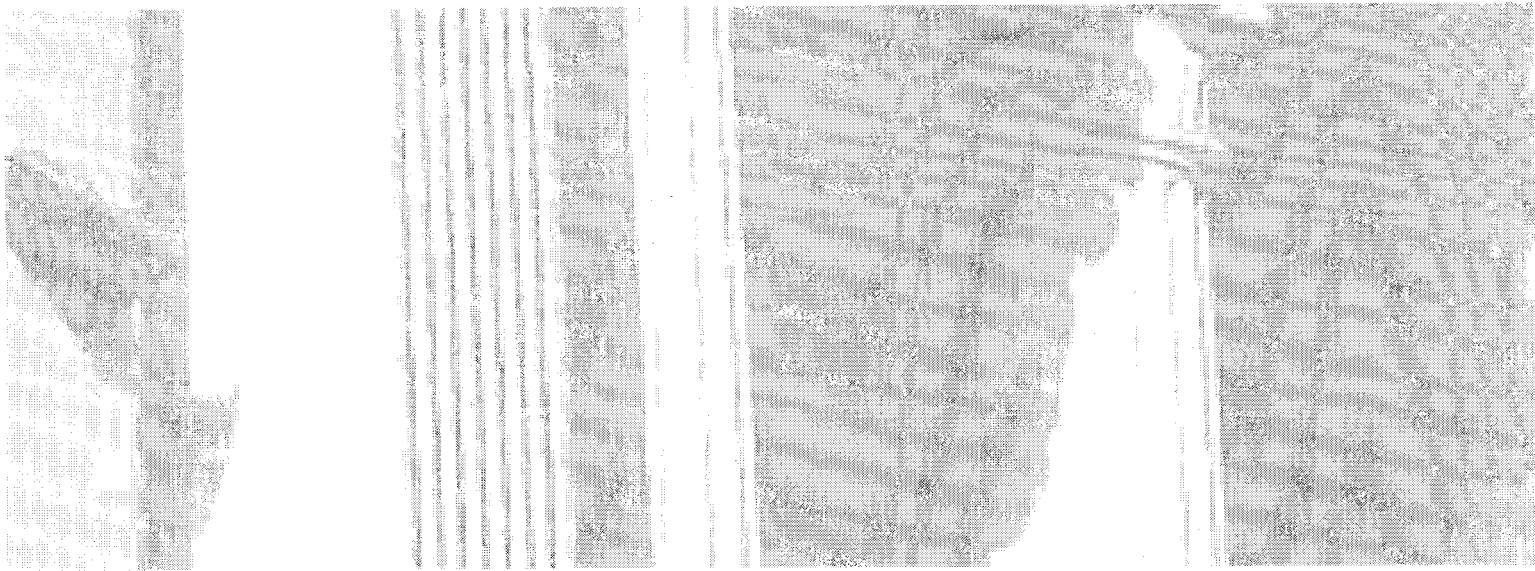
CLIENT:

A handwritten signature in black ink, appearing to read "Bill McElhaney", written over a horizontal line.

Wise County Texas  
By Judge Bill McElhaney, its County Judge

06/13/11

Date



## **Exhibit A**

# **Automated Information Services (AIS™)**

**AIS™ IVR Proposal for:  
Wise County, Texas**



**Telerus, Inc.**  
**Contact:**  
**Ted Radey**  
**Vice President and General Manager**  
**Cell: (303) 875-2793**  
**Office: (303) 996-0533**  
**Fax: (303)-996-0534**  
**Email: [tradey@telerus.com](mailto:tradey@telerus.com)**



## Revision History

Revision Date	Version	Notes
05/05/11	1.0	Original document created.
05/05/11	1.1	Removed optional funding components from Features and Specifications; revised Support section to only mention Telerus.

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## Section 1. Scope of Services

### Overview

Telerus, Inc. is pleased to present Automated Information Services (AIS™) to the Wise County Sheriff's Office. AIS™ is a hosted Interactive Voice Response (IVR) service that provides inmate-specific and general facility information to citizens over the phone. The inmate-specific information provided by AIS™ includes charges, bail/bonds, next scheduled court appearances, visitation information and projected release dates. The facility information provided by AIS™ includes location/directions, hours, visitation policies, sending mail policies, sending money policies, property policies, medication/prescriptions policies, phone policies, and frequently requested phone numbers.

With AIS™, detention facilities typically see a 75-85% reduction in calls requiring manual assistance. As a result, facility personnel have much more time available for complex tasks and projects requiring critical thinking. Further, booking accuracy frequently improves since fewer phone calls reduce distractions and improve focus. Finally, citizens are better served by having quick and convenient access to information 24/7. In short, AIS™ helps facilities do more with less while providing measurable relief for tight budgets.

### Specifications and Assumptions

- Inmate Name Recognition including Date of Birth Fallback and Alias Matching.
- Charges including Statue and/or JMS Entry Literal Description.
- Bond Amounts and Types including Support for Multiple Charges with or without Bonds.
- Court Dates, Times, and Locations.
- Projected Release Dates.
- Visitation Eligibility.
- General Facility Information including facility location, directions, hours, mailing policies, visitation policies, money deposit policies and medication/prescriptions polices.
- Porting or call forwarding of existing facility phone number (TBD) to Telerus data center.
- Transfers of callers requiring personal assistance to facility staff members.
- Touchtone Interface.
- Speech Recognition Interface.
- Text-to-Speech playback of inmate names.
- Spanish Interface.
- 99.9% uptime Service Level Agreement (SLA).



- JMS integration for both applications will be through flat-file FTP imports. Imports will take place in 15 minute intervals. The County will push Pipe, Comma, or Tab Delimited formatted data (see Data Requirements).
- Hosting from world-class data center located in Denver, CO, including features such as multiple Internet redundancies, multiple power redundancies, climate control, biometric security, and raised floors.
- Call Summary Reports with usage statistics automatically emailed or faxed on TBD basis.

## Implementation

*Note: Since an AIS Implementation Project for Wise County has already been completed by Telerus, only minor updates and modifications are anticipated. The service can be restored within several weeks, but the below process is provided for reference of the work already completed.*

Implementation will span approximately eight weeks following execution of the agreements and is highlighted below.

- **Project Kickoff Call:** Conference call between Telerus and Wise County Sheriff's Office to identify points of contact, confirm system architecture, features, goals, and specific dates of the implementation timeline. This proposal and/or the SOW will be used to guide the call.
- **Site Survey Completion:** The Site Configuration will document the system design and once completed, serve as a comprehensive blueprint for the system as-built. Final design will be based on a combination of the system's base features, the County's calls flow preferences, and IVR design characteristics considered industry best practices. This document may require multiple iterations and consistent feedback from Wise County will be vital to its successful completion.
- **Core Programming:** Using the Site Survey to guide design, the AIS™ platform will be configured in Microsoft's .Net programming environment to meet Wise County's specific business requirements and call flow preferences.
- **Voice File Recordings:** Recording will take place by Telerus' professional voice talent, whose previous clients include the US Army, ABC Network, USA Today, and Walt Disney. Recording will take verbatim from the scripts listed in the Site Configuration document. After the English recording is completed, Spanish translation and recording will take place in a dialect neutral voice.
- **Quality Assurance:** The Telerus QA Team runs through test cases to review the application flow before Wise County is asked to participate in testing.
- **User Acceptance Demo:** All parties walk through the approved test plan and confirm that the system performs to expectations and matches inmate records contained in the JMS.



- **Go-live:** The system is cut over to the production phone lines and data. The system is monitored continuously for one full business day and then the Telerus Support team is available 24/7 for remote support.

## Section 2. Pricing

- **No Setup Fee.**
- **\$1,100 per month (Previous Rate: \$2,200 per month).**
- **Month-to-Month, No Contract.**
- **First month and last month deposit required to restore service.**

*Assumptions: Includes Unlimited Usage (Minutes) and Voice File Revisions; Pricing valid for 30 days.*

## Section 3: Projected Return on Investment (ROI)

Average Length of Staff/Citizen Telephone Inquiry (Minutes)	3.5
Average Number Citizen Inquiries/Day	69
Average Number of Minutes/Day	242
Average Number of Minutes/Mo.	7,362
Average Number of Minutes Expended/Yr.	88,340
Average Number of Hours Expended/Yr.	1,472
Value of Staff Time for Citizen Inquiries @ \$17/hr. Fully Burdened	\$25,030
Value of Annual Savings/Inmate from AIS w/ Avg. Automation of 76%	\$19,023
<b>Projected Annual Staffing Value Savings</b>	<b>\$5,823</b>

Beyond the measurable ROI, AIS™ also:

- **Relieves staff of burden of telephone calls during nights and weekends.**
- **Improves staff morale – fewer repetitive questions.**
- **Improves booking accuracy – fewer distractions.**
- **Improves citizen service – easier access to information 24/7.**




## Section 3. Support Terms

- 99.9% uptime, apart from scheduled downtime.
- Seven days a week, 24 hours/day coverage.
- 800-number phone and email access to the Telerus Support Team.
- One-hour, or better, response to support calls.
- Assignment of trouble ticket tracking number to each incident with resolution plan communicated within 24 hours.
- One-business day, or better, response to support emails.
- Remote diagnostics and resolution of software issues.
- Unlimited script changes and voice file re-recordings.
- New releases of AIS™ product documentation.
- Quarterly system review teleconferences including recaps of all incidents and average resolution times.
- Annual system review meetings.



## Section 4. Sample Report

The Wise County AIS™ application will include a **Call Summary Report** with a breakdown of all calls received during the designated report period. This report provides a “bird’s eye” view of all usage including total calls, call durations, and the automation rate.

 <b>AIS™ CALL SUMMARY REPORT</b>	
<b>Automated Information Services (AIS)</b>	
<b>Usage Report for: Wise TX</b>	
<b>Report Start Date:</b>	8/1/2010
<b>Report End Date:</b>	8/31/2010
<b>Total Calls Outside</b>	<b>2,627</b>
<b>Total Number of Forced Transfers</b>	<b>526</b>
<b>Automation Rate</b>	<b>79.98%</b>
<b>Total Duration Outside</b>	<b>3,289 mins 10 sec (54 hrs 49 mins)</b>
<b>Average Duration Outside</b>	<b>1 mins 15 sec.</b>
<b>Outside Main Menu Played</b>	<b>2,780</b>
<b>Outside Inmate Name Confirmed</b>	<b>1,200</b>
<b>Outside Total Successful DOB Confirmations</b>	<b>30</b>
<b>Outside General Info Played</b>	<b>248</b>
<b>Lookup Inmate Info Played</b>	<b>2,267</b>
<b>Outside Inmate Menu Played</b>	<b>2,448</b>
<b>Outside English Callers</b>	<b>2,457</b>
<b>Outside Spanish Callers</b>	<b>51</b>
<b>Charges Played Outside</b>	<b>682</b>
<b>Outside Ball Played</b>	<b>626</b>
<b>Outside Court Information Played</b>	<b>429</b>
<b>Outside Visitation Schedule Played</b>	<b>382</b>

Full Screen  
Close Full Screen

Sample Call Summary Report



## Section 5. Data Requirements

Note: The Data Export out of Odyssey has already been completed for Wise County, but below are the fields for reference.

Fields	Description	Type	Length	Mandatory/Optional
Inmate Last Name	Last Name of Inmate	ALPHA	Variable	Mandatory
Inmate First Name	First Name of Inmate	ALPHA	Variable	Mandatory
Inmate Middle Name	Middle Name of Inmate	ALPHA	Variable	Optional
Inmate Type	Regular, Juvenile, Transfer (REG, JUV, TRA)	ALPHA	Variable	Optional
Inmate Identification Number	Alphanumeric, but alpha position is set.	ALPHANUM	Variable	Mandatory
Charge Statute Number	Statute(s) associated with charge(s)	ALPHANUM	Variable	Optional (requires literal description or translation table)
Charge Literal Description	Description of charge(s)	ALPHA	Variable	Optional
Inmate Birth Date	Birth Date of Inmate	DATE	8 (YYYYMMDD)	Mandatory
Projected Release Date	Projected Release Date	DATE	8 (YYYYMMDD)	Optional
Cash Balance	Cash Balance	NUMBER	8	Optional
Debt Balance	Debt Balance	NUMBER	8	Optional
Visits Remaining	Visits Remaining for Week	NUMBER	2	Optional
Court Date	Next scheduled court date	DATE	8 (YYYYMMDD)	Optional (requires time/location)
Court Time	Time of next scheduled court date	CHAR	4 (00:00)	Optional (requires date/location)
Court Location	Specific courtroom of hearing	CHAR	Variable	Optional (requires date/time)
Bond Type	Cash, Surety, Property, PR, PRCS, Fine, Cash/Property/Surety	CHAR	Variable	Optional (requires amount)
Bond Amount	Amount of Bond or Fine	NUMBER	8	Optional



## Section 6. Diagram

