

MONITORING and ASSOCIATED SERVICES AGREEMENT

This Monitoring and Associated Services Agreement (hereinafter "the Agreement"), is made and entered into as of the Effective Date set forth on the signature page by and between TRACK GROUP, INC., a DELAWARE CORPORATION, with its principal offices located at 200 E. 5th Ave., Unit 100, Naperville, IL 60563 (hereinafter "Provider"), and COUNTY OF LAKE, LAKE COUNTY PROBATION DEPARTMENT, a company incorporated under the laws of the State of California located at 201 S. Smith St., Lakeport, CA 95453 (hereinafter "Customer").

WHEREAS:

- The Provider desires to provide to Customer, and Customer desires to acquire from Provider certain Equipment and Consumables (hereinafter "the Equipment") and obtain Monitoring Services associated with The Equipment (hereinafter "Monitoring Services") and/or obtain certain other associated services as listed and described in the "EQUIPMENT AND SERVICES" section in attached schedules (collectively hereinafter "Equipment, Monitoring and Other Services") per the rates and pricing also provided in attached schedule(s) or addendum(s).
- AND WHEREAS the Customer and Provider have agreed to the terms of this Agreement.
- NOW THEREFORE, in consideration of the covenants and promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM:** The initial term of this Agreement is for one year commencing on the date of execution of this Agreement by both parties (hereafter the "Initial Term"). Upon completion of the Term, this Agreement shall automatically renew for additional successive one (1) year terms under the same terms and conditions set forth herein (each a "Renewal Term") unless terminated according to the terms and conditions outlined in Section 9 herein. The Renewal Term(s), if any, together with the Initial Term are collectively referred to hereinafter as the "Term". Any addendum(s) incorporated after the first date set forth above, shall be subject to the same renewal or termination terms and timings as outlined in the Agreement.

2. **CUSTOMER OBLIGATIONS**

- 2.1. **Ownership.** Customer is neither the owner of The Equipment nor has title to the Equipment. Customer may not sell, transfer, assign, or sub-lease The Equipment, without the express prior written permission of Provider. Customer is required to submit in writing, any and all requests to resell The Equipment to any third party entities. Customer assumes sole responsibility and liability for all activities undertaken by reselling the Equipment. Customer may not attempt to alter or otherwise tamper with The Equipment. Customer agrees that it shall at all times keep The Equipment free from any legal process or lien whatsoever, and agrees to give Provider immediate notice if any legal process or lien is asserted or made against the Equipment. Customer is responsible for any and all loss or damage to, or theft of, The Equipment.
- 2.2. **Non-Disclosure of Proprietary Information.** Customer acknowledges that it may obtain or have access to confidential and proprietary information of Provider that is the sole and

exclusive property of Provider or other entities or persons affiliated with Provider in connection with the provision of the Equipment and Services described herein ("Proprietary Information") pursuant to the terms of this agreement. Customer agrees to keep all such Proprietary Information confidential, to limit its use only in connection with the terms of this Agreement and to protect it with at least the same level of protection that Customer affords its own confidential and proprietary information. Without limiting the foregoing, Customer expressly agrees that Customer shall treat as confidential and not disclose any of the Proprietary Information in any manner without the prior written authorization of Provider. If Customer is required by applicable law or regulation or by legal process to disclose any Proprietary Information, Customer agrees that it shall provide Provider with written notice upon receipt of any such request to enable Provider to seek a protective order or other appropriate remedy prior to disclosure. Should this Agreement be terminated for any reason whatsoever, Customer shall, at the request of Provider, either destroy or promptly deliver to Provider all Proprietary Information, including all documents or other media containing Proprietary information, including all copies, reproductions, summaries, analysis or extracts thereof, in the possession of Customer, and Customer shall certify to Provider that Customer has done so. The obligation to keep the Proprietary Information confidential pursuant to this Section 2.2 shall survive the expiration or termination of this Agreement.

- 2.3. Case Selection. Customer understands, agrees and acknowledges that during the Term it shall (a) retain complete authority for case selection, management and administration with respect to each individual who shall participate in Electronic Monitoring (hereinafter "Client"), including, without limitation, monitoring responsibility with respect to each Client; (b) be responsible for all liaison work with the involved courts and/or agencies; (c) identify and make available Customer staff and/or equipment that complies with Provider's policies as in effect from time to time, in order to use and access the Monitoring Services, including, without limitation with respect to Provider's policy that establishes a specifically correct method of equipment (i.e.: fax, phone, pager) for the purpose of Provider notification of Alert Conditions to Customer; (d) perform or oversee Client orientation, installation and de-installation of Equipment and overall compliance with Provider's policies, which policies include, without limitation, a specific method of equipment installation, and Client equipment use guidelines; (e) establish alert notification protocols and parameters, in accordance with available Notification Options, and an alert response policy, and respond to Alert Conditions in accordance with that policy; (f) assume the financial responsibility for the cost associated with replacing any lost, stolen, or damaged Equipment or consumables as outlined in this Agreement; and (g) provide to Provider the required information and parameters for monitoring each Client, including, without limitation, each Client's case curfew, movement restrictions, inclusion and exclusion zone information, essential demographic and case information. Customer will be solely responsible for properly recording all Alert Conditions and other information relative to monitoring The Equipment when located on a Client, including, without limitation, data entry and data storage of all such Customer specified information into Provider's computer system.

- 2.4 Insurance Provisions. Customer will be required to carry and maintain as its sole cost and expense the following types and levels of insurance, against losses and claims which may arise related to the Customer's obligations under this Agreement.

| Coverage | Minimum Limits |
|--|--|
| Commercial General Liability Insurance with broad form property damage, contractual liability, aggregate bodily injury and personal injury | \$1,000,000 combined single limit per occurrence \$2,000,000 aggregate |
| Worker's Compensation | Statutory |
| Employers' Liability Insurance | \$1,000,000 per occurrence |
| Profession Liability (E&O) Insurance | \$1,000,000 per occurrence \$3,000,000 for damages arising out of negligent acts, errors or omissions in performing the obligations of this Agreement |

- 2.4.1 Provider shall be added as an additional insured on all insurance policies required by this Agreement with respect to work done by Company under the terms of this Agreement (except Workers' Compensation/Employers' Liability). An insured endorsement evidencing that Provider is an additional insured shall accompany the Certificate of Insurance.
- 2.4.2 All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the Provider shall be excess and non-contributing with insurance provided by these policies.
- 2.4.3 All insurance policies required by this Agreement shall give the Provider thirty (30) days notice in the event of cancellation or non-renewal.

3. PROVIDER OBLIGATIONS

- 3.1. Monitoring Service. Provider agrees that during the Term it shall (a) maintain twenty-four (24) hour, seven (7) days per week monitoring of Clients through the central host computer

system owned and operated by Provider; such host computer which communicates with The Equipment which is properly installed and has not been tampered with or altered, through cellular service where available, and based upon the data provided by Customer to Provider for each Client, as described in Section 3.2 below; such communication from the Equipment to the host computer shall be provided as indicated in the Track Group Order Form(b) subject to the minimum equipment and system requirements required to be satisfied by Customer to access the web-based user interface, provide Customer's authorized personnel twenty-four (24) hour, seven (7) days per week access to Provider's user interface for the purpose of directly monitoring Clients based on the Equipment; (c) provide notification of Alert Conditions as described in Section 3.3 below to those authorized personnel of Customer identified in writing by Customer to Provider as being authorized to receive such information, which information is to be provided to Customer pursuant to the predefined notification protocols to be delivered by Customer to Provider pursuant to Section 3.2 below; and (d) document and maintain Alert Conditions and Equipment status information for each Client properly enrolled during the Term.

- 3.2. Notification Options. Provider shall notify Customer of any Alert Conditions based upon predefined notification protocols available and specified by Customer in writing and delivered to Provider on or before the commencement of the monitoring of any specific Client. Customer is solely responsible for notifying the provider in writing of any changes to the Alert Conditions.
- 3.3. Alert Conditions. For purposes of this Agreement, "Alert Conditions" means an alert notification condition as specified by Customer, including daily curfew, movement restrictions, inclusion and exclusion zone restriction violations, tamper alerts and Equipment status alerts that the monitoring system is able to identify based on the Provider's available protocols, and about which Provider agrees to notify Customer based on protocols available and specified by Customer in writing and delivered to Provider on or before the commencement of the monitoring of any specific Client.
- 3.4. Training of Authorized Personnel. Provider agrees that it shall provide Customer reasonably necessary training for its authorized personnel who shall be monitoring Clients so that such personnel may properly use the user interface and maintain target stock levels for the purposes of monitoring Clients as set forth herein. Internet based training or onsite training will be provided to the Customer, the determination as to which training is to be provided is at the discretion of the Provider. Customer acknowledges that Customer's access to the user interface shall generally be limited to password-controlled Internet access and that no software shall actually be delivered to Customer. Customer shall bear all responsibility for providing its own computer hardware, software and internet access meeting Provider's minimum requirements for access to the monitoring service.
- 3.5. Customer Support. Provider shall provide customer service to Customer as reasonably necessary to provide assistance to and to update Customer on any changes or updates to The Equipment, Monitoring Services and overall operation of the monitoring system with respect to The Equipment which may affect Customer's reasonable use thereof.

4. **Pricing.** The rates set forth in the attached Schedule(s) are guaranteed for the initial Term, but are subject to change for any renewal Term, provided that Provider delivers notice of any such change in rate to Customer at least thirty (30) days prior to the expiration of the current Term. Such increased rate shall become effective as of the renewal Term unless Customer provides notice of its intent to terminate the Agreement as provided in Section 9 of this Agreement. In no event **shall** the total amount payable under this Agreement exceed \$25,000.00 in any single fiscal year

5. **Ordering and Delivery of Equipment and Consumables.**

5.1.1. **Ordering.** Provider shall coordinate with Customer to deliver the Equipment to Customer pursuant to the Shipping terms described below. Provider shall supply to Customer the necessary consumables for The Equipment. Additional consumables shall be subject to such additional charges as are set forth in attached Equipment and Consumables Costs Schedule.

5.1.2. **Account Management.** Customer agrees that the Provider has the right to request the return of any devices over the allowed shelf level; if the requested Equipment is not returned within 14 days of the request the Customer will be charged the full cost to replace the device as outlined in the attached schedule(s). In order to maintain shelf levels the Customer agrees to comply with the use of the following forms, including but not limited to; Track Group Order Form, Track Group RMA Request Form, Track Group Lost and Stolen Form. Provider reserves the right to reject any form if not submitted as outlined in the provided training.

5.1.2.1. **Lost, Stolen, Damaged.** At the Provider's discretion, if the Customer is not in default of any portion of this agreement, Provider will allow a credit for lost equipment provided that the lost equipment is returned within 3 (three) months from the date the equipment was reported missing. It is the Customer's sole responsibility to notify the Provider of any damaged, lost or stolen equipment. Damaged or missing reports must be provided via written notice. Damage includes, without limitation, damage to the casings or other components of the Equipment and any other damage which inhibits any part of the Equipment's ability to function properly or at all. If the Equipment is irreparably damaged, lost or stolen while in Customer's possession, Customer agrees to pay Provider the full cost to repair or replace such Equipment based on the rates set forth in the attached schedules. The determination as to whether the Equipment must be repaired or replaced shall be made by Provider in Provider's sole discretion. See insurance provisions for required Property insurance limits.

5.1.3. **Shipping.** The rates set forth in the attached schedule(s) include 3-5 day ground shipping. Requests for overnight shipping will be at the expense of the Customer.

5.2. **Payment.** During the Term of this Agreement, Customer agrees to pay monthly to Provider, for Equipment, Monitoring and Other Services indicated and at the rates set forth in the attached schedules. Billing will commence three (3) days after the Equipment has

been shipped to Customer or on the day that a device is activated, whichever occurs first. All payments due under this Agreement shall be made by check or bank wire transfer in immediately available funds to the bank account designated by Provider. Payments shall not be refundable to Customer, including, without limitation, any termination of this Agreement, except at Provider's sole discretion. Customer agrees that Customer's obligation to pay is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever.

5.2.1. Taxes. Customer agrees to pay when due, taxes, if any, relating to this Agreement. Customer also agrees that Provider has the right to estimate the sales taxes or yearly personal property taxes, if any, that shall be due for the Equipment, and that Provider shall have the right to periodically assess the same against Customer, who shall pay them on demand. Customer shall be sent written notice at least fourteen (14) days in advance of any charges that are authorized by this Agreement but not specifically enumerated herein. All payments due under this Agreement shall be made in any of the following manners: by check, made payable to Track Group, Inc., or through automate clearing house (ACH).

5.2.2. Past Due Rents. Any rent or portions thereof due hereunder will be considered past due if not received thirty (30) days from the date of the invoice. Past due rents shall bear interest at a rate of ten percent (10%) per annum (or the maximum rate allowable by law, whichever is lesser) until paid in full, unless otherwise state. All payments hereunder shall be made in U.S. dollars.

5.2.3. Maximum Amount Payable. In no event shall the total amount payable under this Agreement exceed \$25,000.00 in any single fiscal year

6. Default and Remedies. If Customer fails to make payments when due, if Customer breaches any provision of this Agreement, or if Customer becomes insolvent, assigns its assets for the benefit of creditors, or enters, either voluntarily or involuntarily, a bankruptcy proceeding, Customer shall be in default. In the event of default, Provider can require, with minimum fourteen (14) days' prior notice to Customer, that Customer return The Equipment to Provider and that Customer immediately pay to Provider the remaining balance of any amounts due under this Agreement. Unless otherwise agreed between Customer and Provider, Customer shall return The Equipment, consumables, deployment kit and all training materials to Provider within sixty (60) days of termination of the Agreement. Any Equipment not returned as outlined will be charged the full cost of replacement and any applicable interest. Customer agrees to pay Provider interest on all sums due, as outlined in section 5.2.2 above, to Provider from the date of default until paid, and that Provider may recover from Customer, all damages caused by any such default, all to bear interest at the lesser of ten (10%) percent per annum, or the maximum rate permitted by law. Provider can also use any of the remedies available to Provider under the Uniform Commercial Code or any other applicable law. If Provider is required to track a Client of the Customer to make demand on such Client to repossess the Equipment after the notice period has expired, Customer agrees to pay Provider, as outlined in this Agreement, until such time as the Equipment is repossessed.

7. **NO WARRANTIES; CUSTOMER'S AUTHORITY; INDEMNITY BY CUSTOMER: PROVIDER IS LEASING THE EQUIPMENT TO CUSTOMER "AS IS."** Customer hereby waives any right of recovery against Track Group and Track Group insurers for any and all direct, special, or indirect loss or damages that are covered by any insurance policy maintained or required to be maintained. Customer shall inform all its insurers about this waiver of subrogation, and shall secure from such insurers any necessary amendments to the policies recognizing and providing for such waiver. Customer understands that Provider and the manufacturer(s) of The Equipment are separate, independent companies, and that neither a manufacturer nor any vendor of The Equipment is Provider's agent, partner or joint venture. Customer agrees that no representation, guaranty, or warranty by a manufacturer or any vendor of the Equipment is binding on Provider, and no breach by a manufacturer or any such vendor shall excuse Customer's obligations hereunder.

7.1. Notwithstanding anything to the contrary in this Agreement, **PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH THIS AGREEMENT, EQUIPMENT, MONITORING AND OTHER SERVICES AND USER INTERFACES TO MONITORING SERVICES.** Provider is not responsible for any injuries, damages, or losses to Customer or to any other person or to any property, regardless of owner, caused by the misuse, improper activation, or improper maintenance of the Equipment, or the failure to connect to, or the inability to access user interfaces to Monitoring Services, the failure to follow any instructions or abide by any policies related thereto or to Monitoring Services, or Other Services, or the failure of the same to operate as anticipated, including, without limitation, as a result of any defects in the manufacturing or programming of the same or any failure of Equipment, Monitoring and Other Services, or any failure of user interfaces to Monitoring Services to operate for any reason, other than any such injuries, damages or losses caused by the gross negligence of Provider. Customer's sole remedy against Provider for any failure whatsoever relating in any way to the use of Equipment, Monitoring and Other Services shall be limited to replacement of The Equipment if applicable; provided, that any such failure of Equipment, Monitoring and Other Services was not caused by any act or omission on the part of Customer. Notwithstanding anything to the contrary in this Agreement, Provider shall not be liable for any loss, damage, detention, failure to perform or delay resulting from any cause whatsoever beyond Provider's reasonable control or resulting from a *force majeure*, including, without limitation, fire, flood, strike, lockout, civil or military authority, insurrection, acts of terrorism, war, embargo, power outages, downed cell sites, downed cell coverage, internet connection problems or similar causes.

7.2. Customer acknowledges that Equipment, Monitoring and Other Services shall not prevent, nor are intended to prevent, any Client of Customer from committing any harmful, tortious, or illegal acts. Customer further acknowledges that it may be possible for a Client to remove The Equipment by unauthorized means, and that Provider expressly disclaims any and all liability for any harmful, tortious, or illegal acts committed by such a Client

while using The Equipment, as well as any liability for any acts committed by a Client who removes The Equipment and subsequently engages in any harmful, tortious, or illegal acts. Should any disclaimer or limit on liability for consequential damages set forth herein be found invalid under the laws or policy of the State under which the terms of this are interpreted, then such consequential damages shall be liquidated and shall equal \$100 per consequential injury or loss. Customer acknowledges and agrees that use of The Equipment and Monitoring Services shall be reserved for those Clients of Customer who are considered to be minimal flight risks and minimal risks for commission of crimes or torts against person or property. Customer agrees to indemnify, defend and hold Provider harmless from and against any and all claims for any losses, damages, or injuries which may be asserted on any basis, including those listed in this section 7.2, by Client or any other third party against Provider. The provisions of this Section 7.2 shall continue to be in force even after the expiration of the Term.

8. **Default Independent of Criminal Process.** The parties hereto acknowledge that the tracking and monitoring of a Client of Customer which is facilitated by this Agreement may be undertaken in conjunction with the criminal process against such Client, or that such Client of Customer has voluntarily undertaken to use The Equipment in order to satisfy a criminal conviction or plea agreement, or to avoid incarceration. Provider agrees that in effecting redelivery or repossession of The Equipment from any Client, it shall coordinate with Customer and/or with other law enforcement whenever possible, but it shall have no duty to do so where in its own discretion it deems such coordination unnecessary, impractical or detrimental to Provider's interest.
9. **Termination.** Provider may terminate this Agreement at any time following Customer's default hereunder and obtain The Equipment from Customer as delineated in Section 6 of this Agreement. This agreement may be terminated by either party for convenience with sixty (60) days' notice. Notwithstanding the foregoing, continued possession of the Equipment past sixty (60) days from the end of any Term by Customer shall obligate Customer to payment of additional monthly payments and replacement costs as set forth in the attached schedule(s), until such time as the Equipment is returned to Provider.
10. **Miscellaneous Provisions:**
 - 10.1. **Assignment.** Provider may at any time, without notifying Customer, sell, assign, or transfer, its rights, benefits and obligations under this Agreement or Provider's ownership of The Equipment; Customer agrees that if Provider makes such assignment or sells The Equipment the assignee or buyer shall have the same rights, benefits and obligations that Provider now has. The parties agree that any such sale, assignment or transfer of this and/or The Equipment by Provider or Provider's assignee or transferee shall not change the duties or obligations of Provider or Customer under this Agreement.
 - 10.2. **Construction.** The parties intend this Agreement to be a valid and legal document. This Agreement shall be construed according to its fair meaning and not strictly for or against Provider or Customer, as if each of Provider and Customer had prepared it.
 - 10.3. **No Waiver.** Customer acknowledges and agrees that any delay or failure by Provider to enforce its rights under this Agreement will not be deemed a waiver of any rights.

- 10.4. Statute of Limitations. Customer and Provider hereby agree, consistent with Illinois Uniform Commercial Code Section 810 ILCS 5/2A-506, to reduce the statute of limitation applicable to any action for default hereunder by either party, including for breach of warranty or indemnity, to one (1) year after a cause of action accrues.
- 10.5. Attorney Fees. In the event of any litigation between the parties regarding this Agreement the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court. The limits shown in the insurance provision section shall not be eroded by defense costs.
- 10.6. Jurisdiction and Venue. This Agreement shall be governed, interpreted and construed under the laws of the State of Illinois, including, without limitation, all procedural laws and the applicable statute of limitations. Any default of this Agreement shall be deemed to have occurred in the State of Illinois. The Parties agree that any controversy, claim and/or dispute arising out of or relating to this Agreement shall be submitted to arbitration before a single arbitrator under the commercial arbitration rules and guidance of the American Arbitration Association (the "AAA") for final and binding confidential arbitration. The single arbitrator shall be selected by the AAA. The prevailing Party shall be entitled to recover its reasonable costs, attorneys' fees and out-of pocket expenses relating to arbitration. Both Parties agree that the procedures outlined in this paragraph are the exclusive methods of dispute resolution. Unless otherwise agreed to in writing by the Parties any arbitration shall be held in Chicago, Illinois and any arbitration proceeding shall be conducted in the English language.
- 10.7. No Third Party Beneficiaries. This Agreement is intended for the exclusive benefit of Provider, the Customer and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public. If Customer subcontracts any portion of the contracted work, the Customer will ensure that all subcontractors meet the provisions required.
- 10.8. Pronouns. All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or entity to whom reference is made may require.
- 10.9. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 10.10. Headings. The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.
- 10.11. Notices. Notices to the parties hereto pursuant to this Agreement shall be given in writing and delivered by depositing them in the custody of the United States Postal Service (USPS), postage prepaid, addressed as set forth below for the respective parties. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of such written notice with USPS.
- 10.12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between

the parties hereto relating to all or part of the subject matter herein. No party has made any representations, oral or written, modifying or contradicting the terms of this Agreement. The parties may not amend, modify or cancel this Agreement except as provided herein or by a written agreement signed by all parties to this Agreement. Customer also understands that only an officer of Provider is authorized to make such amendments, modifications or cancelations.

10.13. Acknowledgement. The parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand its terms, and that they approve the same including all of the terms and conditions.

11. Authority of Signer. By signing below, the signer of this instrument on behalf of Customer certifies that he/she has all proper authority to bind Customer hereto, pursuant to its Articles, Bylaws, statutory or other charter, ordinances, laws, or any other rules governing such authority.

(This portion of the page has been left intentionally blank.)

IN WITNESS WHEREOF, each of the parties has executed this Agreement to be effective as of the date the final signature is added below.

Provider:

Track Group, Inc.

200 E 5th Ave, Unit 100
Naperville, IL 60563
(877) 260-2010

By: D.C.

Date: 4-23-18

Name: Derek Cassell

Title: President

Customer:

COUNTY OF LAKE

By: [Signature]

Rob Howe
Chief Probation Officer

APPROVED AS TO FORM:

ANITA L. GRANT

County Counsel

By: [Signature]

Addresses for Notice:

Provider:

Track Group Monitoring, Inc.

200 E 5th Ave, Unit 100
Naperville, IL 60563
ATTN: Legal
(866)260-2010

Customer:

Lake County Probation
201 South Smith Street
Lakeport, CA 95453
ATTN: Rob Howe
(707)262-4285 rob.howe@lakecountyca.gov

☒ Check here if billing information is same as above, or enter billing information:

Billing Information:

Address: _____

City/State/Zip: _____

Billing Contact: _____

Email: _____

Billing Phone No: _____

Billing FAX: _____

Consumables and Services Schedule

- The following Track Group, Inc. products and services are subject of this Consumables and Services Schedule.
- This agreement is for an approximate quantity of 11 devices which will be billed at the elected monitoring service level, as activated by Customer via normal offender activation processes for each offender.
- **Idle Rate:** An idle rate will be charged on devices over the 3 unit allowance, as outlined below. Customer agrees that Provider has the right to request the Customer to return devices beyond the allowable shelf.
- **Allowances:** Consumable allowances are determined by the provider.

| Type | Details | | | Comments |
|--|------------------------|--|--|----------|
| | Price Per Unit Per Day | | | |
| ReliAlert Premium – 1 minute – 5 minute | \$4.00 | | | |
| ReliAlert Standard – 1 minute – 5 minute | \$3.05 | | | |
| ReliAlert Passive | \$2.90 | | | |
| Shadow Standard – 1 minute – 5 minute | \$3.00 | | | |
| BACtrack | \$3.50 | | | |
| Idle Rate | \$1.00 | | | |

Equipment & Consumable Schedule

| | | | |
|--------------------------|----------|------------------------------------|----------|
| ReliAlert Cuffs | \$55.00 | Shadow AC Adapter | \$6.00 |
| ReliAlert Strap | \$15.00 | Shadow Cable | \$3.00 |
| Power Cord/Break Away | \$11.00 | Shadow Locking Pins | \$0.25 |
| Break Away Cable | \$5.50 | Shadow Strap | \$6.00 |
| Tamper Caps | \$0.20 | BACtrack | \$130.00 |
| Measuring Tool | \$1.00 | BACtrack Mouthpiece | \$0.25 |
| Torque Driver | \$33.00 | Cellphone for use with BACtrack | \$100.00 |
| Torque Driver Adapter | \$9.65 | | |
| Driver Bit | \$10.00 | | |
| ReliAlert Device | \$975.00 | | |
| Device Shell | \$100.00 | | |
| Beacon | \$105.00 | | |
| Shadow Device | \$600.00 | | |