

SENTINEL OFFENDER SERVICES, LLC

MONITORING SERVICES AGREEMENT

This Monitoring Services Agreement ("**Agreement**") dated as of November 7, 2019, is entered into by and between Sentinel Offender Services, LLC, a Delaware limited liability company ("**Sentinel**"), having its principal place of business at 1290 North Hancock Street, Suite 103, Anaheim, California 92807, and Vigo County Community Corrections ("**Customer**") having its principal place of business at 104 S. First Street, Terre Haute, Indiana 47807.

RECITALS

- A. Sentinel is engaged in the business of providing the Services (as defined at Section 1.1) to customers, probation departments and community correctional entities.
- B. The Customer desires to supervise a certain portion of its offenders in a supervision and tracking program that is designed to monitor the offender through one (1) or more of the levels of monitoring services provided by Sentinel.
- C. Sentinel and the Customer desire to enter into a relationship whereby Sentinel shall provide the Services to Customer on the terms and subject to the conditions set forth herein.
- D. The Customer is responsible for determining the level and type of monitoring on an individual basis. The Customer may wish to use monitoring services that include Global Positioning System Satellite Tracking.

NOW THEREFORE, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1 Services; Equipment; and Customer's Responsibilities

1.1 **Services to be Performed.** During the Term (as defined at Section 3.1), Sentinel shall provide to the Customer services described at **Exhibit "A"** attached hereto ("**Services**"). Sentinel shall provide the Services by qualified personnel in a professional manner.

1.2 **Equipment.** During the Term, Sentinel shall provide and maintain certain equipment ("**Sentinel Equipment**") in connection with its provision of its electronic monitoring services. All Sentinel Equipment provided under this Agreement shall remain the sole and exclusive property of Sentinel. Sentinel Equipment in Customer's possession, custody or control is set forth at **Exhibit "B"** attached hereto ("**Customer-Controlled Equipment**").

1.3 **Customer's Responsibilities.** In addition to any other obligations of the Customer herein, Customer shall be responsible for the obligations set forth at Exhibit "C" attached hereto ("**Customer Responsibilities**").

2 Service Fees and Payments

2.1 **Service Fees.** Sentinel shall collect from the Customer the agreed upon amount for Services rendered. The fee schedule is defined in Exhibit "D" attached hereto ("**Fee Table**"). Payments are due and payable within thirty (30) days of receipt of invoice. Any fees not paid within the thirty (30) days after invoice will result in an interest rate of 1.5% to be added to the monthly invoice total.

2.2 **Payments and Acceptance.** The Customer acknowledges and understands that acceptance by Sentinel of any payments under this Agreement shall not prevent Sentinel at any later date from disputing the amount owed or from demanding more information from the Customer regarding payments finally due.

3 Term; Termination; and Suspension

3.1 **Term.** This Agreement is effective as of December 1, 2019, and shall continue in full force and effect until November 30, 2020, ("**Initial Term**"). This Agreement will be deemed to be renewed annually ("**Renewal Term**") upon the expiration of the Initial Term. After the completion of the initial term either party may terminate the agreement with or without cause by giving the other party a sixty (60) day written notice. This agreement will be considered extended unless a party hereto notifies the other party sixty (60) days prior to renewal that this Agreement will be terminated or unless this Agreement is subject to early termination pursuant to Sections 3.2 or 9.12 ("**Term**").

3.2 **Termination.** Upon a party's material breach of the terms and conditions of this Agreement, the non-breaching party shall notify the breaching party in writing indicating the nature of such breach. If the breaching party fails to cure the breach within sixty (60) days of its receipt of written notice from the non-breaching party, the non-breaching party may immediately terminate this Agreement.

3.3 **Rights upon Termination.** Upon termination or expiration of this Agreement:

3.3.1 Sentinel shall immediately cease to provide the Services; *provided, however*, that Sentinel shall continue to provide the services described at Exhibit "E" attached hereto ("**Post-Termination Services**");

3.3.2 Each party shall return to the other party all copies of any Confidential Information (as defined at Section 5.1) or other materials received from the other party;

3.3.3 Sentinel shall give to the Customer all copies of Private Information (as defined at Section 5.3);

3.3.4 Sentinel will continue to collect all fees due and owing under this Agreement as of the date of termination or expiration of this Agreement; and

3.3.5 If requested by either party, the parties will issue a mutually acceptable communication regarding the termination or expiration of the Agreement.

3.4 Suspension. Sentinel reserves the right, but assumes no obligation, to suspend performance immediately if, in Sentinel's reasonable judgment, the Customer has materially breached any obligation set forth herein.

3.5 Lost and damaged. Sentinel reserves the right to charge the Customer for lost, damaged or stolen Sentinel Equipment.

4 Marketing

The Customer agrees that Sentinel may include the Customer's name in listings of Sentinel's customers.

5 Confidentiality and Privacy

5.1 Nondisclosure and Limited Use. Each party acknowledges that by reason of its relationship to the other party under this Agreement it will have access to certain information and materials concerning the other party's business, plans, customers (including criminal records), technology and products that are confidential and of substantial value to such party ("Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties. Each party agrees to maintain all Confidential Information received from the other party, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Confidential Information only for the purpose of performing this Agreement.

5.2 Exclusions. The parties' obligations of non-disclosure and limited use set forth at Section 5.1 shall not apply to Confidential Information which: (a) is or becomes a matter of public knowledge through no fault of or action by the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such Confidential Information without restriction; (d) is independently developed by the receiving party without resort to Confidential Information which is confidential under this Agreement; or (e) is required by law or judicial order, *provided* that prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability. Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Confidential Information, or, at the disclosing party's option, shall destroy all such Confidential Information as the disclosing party may designate.

5.3 Private Information. Sentinel acknowledges and understands that it may produce certain private information, records and other materials concerning inmates, probationers, juveniles and other private persons that are confidential ("Private Information"), the disclosure of which may violate applicable privacy laws. Sentinel shall maintain all Private Information in confidence and agrees not to disclose or otherwise make available such Private Information to any third party without the prior written consent of the Customer, *provided, however*, that Sentinel shall be entitled to disclose any Private Information to the extent required by law or judicial order. Sentinel further agrees to use the Private Information only for the purpose of performing this Agreement.

6 Representations and Warranties

Each party to this Agreement represents and warrants to the other that (a) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) this Agreement has been duly authorized by all necessary action on the part of such party and constitutes a valid and legally binding obligation of such party, enforceable in accordance with its terms and conditions; (c) such party need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement; and (d) such party is not a party to any written or oral agreement, understanding, arrangement or contract that prohibits the performance of its obligations hereunder.

7 Acknowledgments

The Customer acknowledges that Sentinel is providing the Sentinel Equipment and the Services specifically referenced in Exhibit A hereto. Sentinel is not involved in establishing criteria or otherwise providing advice or guidance on the selection of participant offenders, it being understood that all risk associated with selection and course of monitoring is expressly borne by the Customer. In addition, the Customer acknowledges that Sentinel has not made any representation or warranty that the Services will be available without interruption or that they will be provided error free. The Customer assumes full responsibility for responding to alert signals indicating violations by participant offenders.

8 Limitation of Liability

8.1 Disclaimer. The Customer acknowledges that it is solely responsible for the decision to use the Services and all decisions regarding the selection of third parties that will have access to or contact with the Services, including, without limitation, probationers, juveniles and the Customer's employees. SENTINEL DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE CUSTOMER'S DECISIONS DESCRIBED IN THIS SECTION 8.1.

8.2 Service Availability. The Customer acknowledges Sentinel's ability to provide electronic monitoring services effectively is dependent on factors outside of its control, including without limitation, prompt reporting by the Customer of observed defects or deficiencies in any Sentinel Equipment assigned to or retrieved from participant offenders, proper maintenance of Sentinel Equipment by the Customer, extended power outages, disconnection

or other loss/interruption of telephone lines, operation of wire line and wireless networks, internet connectivity, and scrambling, interruption, suspension, or other interference in the transmission of radio signals or signals to or from GPS satellites. Accordingly, the Customer acknowledges that Sentinel does not warrant that the Services will function on an error free basis. At any given time, the Sentinel Equipment or software used in connections with this Agreement may malfunction and failures in the Services may occur from time to time. The Customer agrees that Sentinel will not be liable for any damages or harms, including, without limitation, property damage, personal injury, bodily injury, illness or death, that the Customer or the Customer's employees, agents or other affiliates may incur arising out of Sentinel's operations or its provision of or failure to provide the Services. SENTINEL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The Customer affirms that if it requests that Sentinel provide electronic monitoring by GPS to certain participants, all participants identified for GPS monitoring have been selected independently by the Customer without input, advice or other involvement of Sentinel and Sentinel has agreed to comply with instructions of the Customer on the scope of monitoring for each selected participant.

The Customer recognizes the risks inherent with GPS monitoring and acknowledges that it has considered and assumed all such risks in selecting participants, prescribing the scope and course/level of monitoring, and establishing the response protocols for any electronic monitoring program to be conducted by Sentinel. The Customer agrees that Sentinel shall be entitled to indemnification for any and all damages, losses, liabilities, and expenses (including reasonable attorney's fees) which hereafter may be incurred by Sentinel arising in connection with its provision of GPS monitoring services (a) to the extent such risks have been expressly assumed by the Customer or otherwise are outside of Sentinel's direct and immediate control.

8.3 Limitation of damages. Except for breach of any confidentiality or privacy obligations, neither party, nor any of its officers, directors, shareholders, employees, agents independent contractors, representatives, or affiliates shall be liable to the other party or any of its officers, directors, shareholders, employees, agents, independent contractors, representatives, or affiliates for punitive, special, consequential, incidental, or indirect damages including, without limitation, lost profits, arising in connections with the services, even if such party has been advised of the possibility of such damages.

8.3.1 Sentinel's aggregate liability to the Customer relating to or arising out of this Agreement, whether in contract, tort, or otherwise, shall not exceed (i) the total amounts paid by Customer to Sentinel during the 12 month period immediately preceding the event which gave rise to the Customer's claims or (ii) \$20,000, whichever is less.

8.4 Independent contractor. The parties agree that Sentinel is an independent contractor as that term is commonly used and is not an employee of the Customer. As such, Sentinel is solely responsible for all taxes and none shall be withheld from the sums paid to Sentinel. Sentinel acknowledges that it is not insured in any manner by the Customer for any loss of any

kind whatsoever. Sentinel has no authority, express or implied, to bind or obligate the Customer in any way.

8.5 Subcontracting. The parties agree that Sentinel shall not subcontract, assign or delegate any portion of this Agreement or the Services to be performed hereunder without prior written approval of the Customer. In the event that the Customer approves of any such subcontracting, assignment or delegation, Sentinel shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Sentinel shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Sentinel of any responsibility for performing under this Agreement.

8.5 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Sentinel represents that he has been duly authorized to execute agreements on behalf of the company designated above and has obtained all necessary or applicable approval from the home office of the company to make this Agreement fully binding upon the company when his signature is affixed and accepted by the Customer.

9 General Provisions

9.1 Assignment. This Agreement and all rights and duties hereunder may not be assigned, mortgaged, sublicensed, delegated, or otherwise encumbered by any party or by operation of law without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that a party's rights hereunder may be transferred to a successor of all or substantially all of the business and assets of the party regardless of how the transaction or series of related transactions is structured.

9.2 Notices. All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "Overnight Courier"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to Sentinel:

Sentinel Offender Services, LLC
1290 North Hancock Street
Anaheim, CA 92807
Telephone No.: (949) 453-1550
Facsimile No.: (949) 453-1554
Attention: Mr. Dennis Fuller, Chief Financial Officer

With a copy to:

Stradling, Tocca, Carlson and Rauth
Attn: Mr. Bruce Feuchter
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
949.725.4123

If to Customer:

Vigo County Community Corrections
104 S. First Street
Terre Haute, IN 47807
Telephone No.: (812) 462-3381
Attention: Mr. William Watson, Director

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the Overnight Courier, if delivered by Overnight Courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy.

If either party changes its address for purposes of notices hereunder, such party shall give written notice of such change to the other party in accordance with this Section 9.2.

9.3 Entire Agreement. This Agreement (together with the other written agreements specifically referred to herein) shall constitute the entire agreement between the parties hereto and shall supersede any other agreements (including the existing monitoring agreement presently in effect with the Customer), whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

9.4 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Orange County, California, in accordance with the Rules of the American Arbitration Association then in effect. Any award issued as a result of such arbitration shall be final and binding between the parties thereto and shall be enforceable by any customer having jurisdiction over the party against whom enforcement is sought. The arbitrator(s) shall have the right to award costs to the prevailing party and shall be bound by limitations on liability or remedies set forth in this Agreement.

9.5 Governing Law and Choice of Forum. This Agreement shall be construed and governed in accordance with the internal laws of the State of California. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, or to enforce the decision of an arbitrator rendered in accordance with Section

9.4, the parties agree that such action will be brought in the Orange County Circuit Court or in the U.S. District Court for the State of California, Orange County Division, and the parties hereby submit to the exclusive jurisdiction of said customers.

9.6 Attorney's Fees. In the event of any action, claim or arbitration between the parties hereto relating to this Agreement or the breach, the prevailing party in such action shall be entitled to recover from such other party the costs and expenses of such prevailing party, including reasonable fees of attorneys and other advisors, incurred in taking or defending such action or claim. Each party has the right to negotiate the total sum allowed for attorney fees incurred by the other party.

9.7 Nonsolicitation of Employees. The undersigned parties agree not to solicit, hire or initiate any direct conversations regarding hiring any employee of the other party, without the prior written consent of the person's current employer.

9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

9.9 Severability. If any provision of this Agreement is found by any customer of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

9.10 Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement or any exhibit thereto, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

9.11 Waiver. Failure of either party at any time to require the performance of any provision under this Agreement shall not affect the right of such party to require full performance thereafter and a waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of any further or similar breach or as nullifying the effectiveness of such provision.

9.12 Force Majeure. If performance hereunder is interfered with by any condition beyond a party's reasonable control ("Force Majeure Event"), the affected party shall be excused from such performance to the extent of such condition, *provided, however* that if a Force Majeure Event detrimentally affects a party's performance of a material covenant hereunder for thirty (30) days or more, the other party can terminate this Agreement. The party whose performance is prevented by a Force Majeure Event shall immediately inform the other party of the state of affairs.

9.13 Independent Contractors. Sentinel and the Customer are independent entities, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. No party shall make any warranties or representations on behalf of any other party.

[signatures follow]

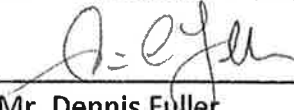
IN WITNESS WHEREOF, the Customer and Sentinel have executed this Service Agreement on the dates shown below.

VIGO COUNTY COMMUNITY CORRECTIONS ("Customer")

By: _____
Mr. William Watson
Its: Director

Date: _____

SENTINEL OFFENDER SERVICES, LLC ("SENTINEL")

By:  _____
Mr. Dennis Fuller
Its: Chief Financial Officer

Date: 11/7/2019

EXHIBIT "A"
THE SERVICES

- **Basic Services**

Sentinel will provide GPS tracking equipment. Customer will select individuals that the Customer deems appropriate to participate on a Global Positioning Satellite tracking system.

- **Training Services**

Sentinel will provide the necessary training to Customer personnel prior to provision of its Services. If required, Sentinel can provide training to other Customer personnel via remote interactive webinar and/or at a central facility as the program expands at no charge to the Customer. The Customer also agrees to assist with the program change over and implementation of Sentinel products and services.

- **Maintenance Services**

If the Customer utilizes Sentinel's electronic monitoring services it will assume the responsibility of properly maintaining Sentinel Equipment in a functional manner and will be held liable for all Sentinel Equipment lost, damaged or stolen that exceeds 5% annually.

- **Hours of Operation**

The SentinelDNA™ ("DNA") offender tracking software operates 24 hours a day, 7 days a week, 365 days a year. The Sentinel National Monitoring Center supports this operation at all times. The National Monitoring Center operates 24 hours a day, 7 days a week, 365 days a year. The National Monitoring Center can be contacted at 800.551.4911.

- **Reports**

For report and activity information, the Customer will be able to access Sentinel's DNA software through either a standard computer, laptop connection, smart phone browser or application. Sentinel staff will also provide a daily report to the Customer as requested for participant information and transactions.

- **Record Retention**

All monitoring activity reports remain accessible for a period of five (5) years. Retrieval of current client activity records is accessible immediately, while retrieval of records that may have been archived due to extensive completion dates may require a minimum of 72 hours to retrieve and deliver to Customer personnel. Sentinel will make the data available at the request of the Customer and all data will be backed up on a regular basis.

EXHIBIT "B"
CUSTOMER-CONTROLLED EQUIPMENT

As required by this Agreement, Sentinel will provide to the Customer Sentinel Equipment in order for successful operation of the program. Sentinel will also provide the customer with 20% shelf stock at no additional charge. It will be the Customer's responsibility to notify the Sentinel Resource Center of all equipment installations and removals in order to maintain a correct billing record. Sentinel will not be responsible if the Customer fails to delete an offender from the program on the required date, and the offender incurs additional charges.

The Customer will be responsible for Sentinel Equipment. Sentinel Equipment lost, damaged or stolen above the allotted contractual amount will require reimbursement to Sentinel at the rates as outlined under Exhibit F, ("Lost or Damaged Equipment Schedule").

EXHIBIT "C"
CUSTOMER RESPONSIBILITIES

The Customer agrees that its representatives will use all of the proper paperwork and transmittals that are required in order to properly and efficiently monitor an offender. This includes, but is not limited to, providing complete offender information forms to Sentinel's National Monitoring Center, maintaining a reasonable inventory for future participants, keeping an appropriate record of all equipment in use including alleged problems with any units, and maintaining compliance with relevant privacy and data protection laws. The Customer will agree to the prompt payment of any service fees due to Sentinel as stated in this Agreement.

The Customer agrees to notify Sentinel if Sentinel Equipment is lost, damaged or stolen.

EXHIBIT "D"
EQUIPMENT FEE TABLE

The fees that will be applicable for this program are:

SERVICES	RATE
OM400™ One-piece GPS Tracking Device	\$2.98 per active unit per day
Optional OM400™ Beacon	Twenty (20) active at No Cost
Optional OM400™ Beacon Above Allowance	\$0.50 per active unit per day

DELIVERABLES AND SERVICES INCLUDED AT NO ADDITIONAL COST:

- 24/7 Technical Support through our National Monitoring Center and Help Desk
- Monitoring Center Application for Vigo County Community Corrections to process alerts without Sentinel Monitoring Center Interaction
- Upgrade to Sentinel's MultiTrak Next Generation GPS Tracking Device upon release
- Webinar and On-Site Training as needed
- Program Analytics including: Event Detection for crime scene correlation review; Point Pattern Analysis (PPA) for individual participant tracking review; and Multi-Client Overlap (Co-Location) for multiple participant point comparison and analysis (upon release)
- Five (5) sets of pins, two (2) backplates, one (1) re-usable straps, and one (1) charging cord per OM400™ GPS device per year
- Shelf allowance of onsite GPS Tracking Units equal to twenty percent (20%) of the units in use on participants. Excess GPS Tracking Units above the included allowance not in service will be billed at a rate of \$1.00 per unit per day.

EXHIBIT "E"

POST-TERMINATION SERVICES

In the event that either party terminates this Agreement, all procedures and requirements will be finalized according to the agreed upon manner. Sentinel will provide all Services up until the expiration date of this Agreement, upon which it will be the Customer's responsibility to collect all Sentinel Equipment and supplies and return equipment and supplies to Sentinel.

Sentinel will not be responsible for the monitoring of any offender once the Agreement expiration date has passed. Any monitoring services after said date will have to be described in writing and consented to by both parties. Any fees associated with this hold over of services period will be due and payable in the same manner as all other fees collected.

EXHIBIT F
LOST/DAMAGED EQUIPMENT SCHEDULE

If the Customer utilizes Sentinel's electronic monitoring services, it will assume the responsibility of properly maintaining the equipment in a functional manner and will be held liable for all lost, damaged and stolen equipment that 5% annually (based on the active participant count).

Sentinel shall maintain adequate inventory records of equipment shipped to the Customer. The Customer agrees to keep adequate shipping records of equipment sent to Sentinel's National Warehouse for repair. The Customer also agrees to reimburse Sentinel for all lost, damaged and stolen equipment during the term of this agreement beyond 5% at the rates listed below:

One Piece GPS Unit	\$ 500.00
Beacon	\$ 200.00
One Piece GPS Power Cord	\$ 30.00
One Piece GPS Backplates	\$ 5.00
One Piece GPS Straps	\$ 10.00

Sentinel will be responsible for all shipping costs. Normal shipping is ground delivery, however, rush shipments, i.e., overnight/next day may be requested in emergency situations.