

## CORRECTIONS BRANCH

THIS AGREEMENT made as of the 12 day of April, 2001.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA represented by Attorney General, Corrections  
Branch

(the "Province")

AND:

TELUS Communications Inc. with its principal office at 3777  
Kingsway, Burnaby, British Columbia

(TELUS)

WHEREAS, TELUS agreed to provide public telephone equipment to the Branch by way of an agreement dated July 24, 1998, (the "Original Agreement");

AND WHEREAS the parties agreed that the Original Agreement would be amended to make proper provision for new technology;

The parties agree as follows:

### DEFINITIONS

1. In this Agreement, unless the context otherwise requires:

- (a) "Branch" means the Corrections Branch of the Ministry of Attorney General, Province of British Columbia;
- (b) "Equipment" means, excluding the Software, the equipment described in Schedule A;
- (c) "Documentation" means for the Equipment or Software, all materials, whether supplied in printed form or on magnetic tape or other media, furnished with a product that explains or facilitates the use of the product, including without limitation, user's manuals, standard operational manuals or instructions, training materials, flow charts, logic diagrams, systems manuals, programming manuals and modification manuals;

- (d) "Inmate" means a person who is sentenced to imprisonment, or lawfully detained, or is being confined for treatment, at a correctional centre;
- (e) "Inmate T-NETIX Phone Account" means the account into which inmate funds are deposited in order to cover the costs of debit phone calls;
- (f) "Liaison Officer" means that employee of the Branch designated by the Province for the purpose of liaison with TELUS under this Agreement;
- (g) "PINLock" means the digital voice verification system used to link Inmate SmartCards and the Software;
- (h) "Premises" means the designated correctional centres as mutually agreed upon by the parties;
- (i) "Security Procedures" means such procedures as are established by the Province and in effect, from time to time, with respect to the delivery of the services, the conduct and supervision of persons working under this Agreement and includes any amendments thereto;
- (j) "Software" means the software sub-licensed by TELUS to the Province under this Agreement as further described in Schedule A;
- (k) "Surcharge" means the fee, as determined by Corrections, charged to each inmate for the use of the System;
- (l) "System" means the Software, Equipment, public telephones, inmate telephones, telephone enclosures, signs, SmartCards and other related equipment installed by TELUS pursuant to this Agreement and described in Schedule A;
- (m) "Term" means the period referred to in paragraph 3 of this Agreement.
- (n) "T-NETIX" means T-NETIX, Inc, a body corporate incorporated under the laws of Colorado and having an office at 67 Inverness Drive, East, Englewood, Colorado, 80112 U.S.A.

### APPOINTMENT AND TERM

2. The Province grants to TELUS the right to be the sole provider of the System to the Branch for inmate and public use, and, in the exercise of that right, a non-exclusive License to enter the designated correctional centres as mutually agreed upon by the parties for the purpose of installation of and maintenance of the System. Title to and ownership of the System will remain with TELUS.
3. Notwithstanding the date of execution and delivery of this Agreement, TELUS may exercise this License, subject to and in accordance with the provision of this Agreement, during the period commencing on January 01, 2001 and ending on December 31, 2010.
4. TELUS and the Province agree to terminate the Original Agreement effect as of January 01, 2001.

### REPRESENTATIONS AND WARRANTIES

5. TELUS represents and warrants to the Province that:
  - (a) TELUS is a corporation duly organized and validly existing under the laws of Canada;
  - (b) TELUS has the power and capacity to accept, execute and delivery this Agreement;
  - (c) all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by TELUS;
  - (d) this Agreement is legally binding upon and enforceable against TELUS in accordance with its terms;
  - (e) all information, statements, documents and reports furnished or submitted by TELUS to the Province in connection with this Agreement are true and correct;
  - (f) it has no knowledge of any fact that materially adversely affects its ability to fulfill its obligations under this Agreement;
  - (g) the observance and performance of the terms and conditions of this Agreement will not constitute a breach by it of or a default by it under:
    - (i) any statute, bylaw, or regulation of Canada or of the Province of British Columbia applicable to or binding on it,
    - (ii) any statute, bylaw or regulation of any other jurisdiction that is applicable to or binding on it,

- (iii) its constating documents, or
- (iv) any contract or agreement to which it is a party;
- (h) it has no knowledge of any untrue or inaccurate representation or assurance, whether verbal or written, given by TELUS, its directors or officers to the Province in connection with this Agreement
- (i) it has sufficient trained staff, facilities, materials and appropriate equipment in place and available to enable it to fully perform its obligations under this Agreement; and
- (j) its license from T-NETIX permits it to sub-license the Software to the Province in accordance with the terms of this Agreement.

#### THE SOFTWARE

6. Subject to the terms and conditions of this Agreement, TELUS hereby grants to the Province a paid up, non-exclusive, non-transferable, sub-license to use the Software solely in conjunction with the operation of the System, and solely for the processing and handling of inmate calls, The Province acknowledges that title to the Software and all intellectual property rights therein remains with T-NETIX.
7. TELUS agrees to extend to the Province, during the Term of this Agreement, to the extent provided by T-NETIX and as permitted by law, the benefit of any warranties with respect to the Equipment and Software.
8. Upon learning of any failure of the Software to perform in conformance with its specifications, TELUS shall, in conjunction with T-NETIX, repair or replace the Software. Such repair or replacement shall be the Provinces' sole remedy and the sole liability of TELUS for defective Software.
9. The Province has no right to and agrees not to:
  - (a) modify the Software or Documentation;
  - (b) distribute the Software or Documentation except as required to operate the System;
  - (c) disassemble or decompile the Software;
  - (d) use the Software or Documentation for any purpose other than as expressly permitted hereunder; or

- (c) authorize or permit any third party to do any of the foregoing.
- 10. The Province shall have no right to copy any of the Software or the Documentation, except for training of the Provinces' personnel on the use of the System.
- 11. TELUS shall provide appropriate training in relation to the System, or any upgrades or enhancements thereto, to staff at each of the correctional centres serviced by the Systems.

#### FUTURE ENHANCEMENTS

- 12. TELUS shall provide the Province with any updates or enhancements to the System, free of charge, when such updates or enhancements become available from T-NETIX.
- 13. The parties agree to meet at least annually to discuss future opportunities, new technology, proposed improvements for the System and expanding the business relationship established by this Agreement

#### TELUS

- 14. TELUS will:

- (a) install the System at the Premises;
- ✓ (b) maintain the System in good operating condition;
- (c) respond to repair calls, repair any damage to the System, answer customer inquiries and provide refunds to callers;
- (d) comply with all applicable tariffs and regulations, and
- (e) on termination or expiration of this Agreement, remove the System at its own expense and return the Premises to reasonably restored and safe conditions, normal wear and tear excepted.

- 15. TELUS may install and prominently display signs advertising the System subject to the approval of the Director of the correctional centre in questions.

## THE PROVINCE

16. The Province will:

- (a) assist TELUS by providing all relevant information the Province deems pertinent to this Agreement, including any amendments to Security Procedures;
- (b) where not otherwise provided for in any Schedule to this Agreement, and subject to available staff and resources of the Branch, assign a Liaison Officer for the purpose of liaison between the Branch and TELUS;
- (c) assist TELUS in the implementation of any applicable Security Procedures;
- (d) advise TELUS in writing in the event that alteration to, or new construction associated with, a correctional centre will necessitate the movement, replacement, modification or removal of the System;
- (e) at all time stake reasonable care of the System and any other property of TELUS;
- (f) keep the area surrounding the equipment easily accessible and free of obstructions;
- (g) supply uninterrupted electrical power required for the provision of the Services, except in the case of power interruptions that are beyond the Province's control;
- (h) provide for the distribution of SmartCards to the inmates;
- (i) promptly report any incidents of robbery, pilferage, or vandalism to the System that it is aware of; and
- (j) promptly report to TELUS any damage or out of order conditions relating to the System.

## PAYMENT

17. TELUS will:

- (a) pay the Province an annual fee of \$125,000 to be paid to the Corrections Inmate Benefit Fund on a quarterly basis as directed by the Province, during each year of the Term;
- (b) charge inmates the rates set out in the attached Schedule B plus the applicable Surcharge for each billable use of the System; and

- (c) pay the Province on a monthly basis an amount equal to the total number of billable Debit/Pre-paid calls multiplied by the Surcharge, not later than the last day of the following month.

- 18. The Province will settle with TELUS for the net amount of all deposits to and withdrawals from the Inmate T-NETIX Phone Accounts that it processed in the current week, no later than the last day of the current week. In the event that total dollars withdrawn from the Inmate T-NETIX Phone Accounts exceed the total dollars deposited, the Province will, at its discretion, either submit a nil settlement for that week, or request payment from TELUS for the net amount owing.
- 19. TELUS and the Province will meet during the 3<sup>rd</sup> and 6<sup>th</sup> year of the Term, or as mutually agreed to by the parties, to review the rates and cost structure set out in Schedule B.

### SECURITY

- 20. Where the Province, in its sole and absolute discretion, determines that security clearance is required in connection with this Agreement, TELUS will not cause or permit any person to enter the Premises who has not received the security clearance of the Province and the Province may, in its sole and absolute discretion, grant or refuse such clearance.

### GENERAL STANDARDS OF PERFORMANCE

- 21. TELUS will:
  - (a) ensure that the System meets or exceeds the requirements described in Schedule A to this Agreement;
  - (b) observe, perform and comply with the Security procedures that apply to or have been designated by the Province to apply to this Agreement; and
  - (c) unless otherwise provided in this Agreement, report to the Liaison Officer any breaches or potential breaches of Security Procedures or any information regarding the same forthwith upon TELUS becoming aware of the same.
- 22. Except as otherwise provided in this Agreement, TELUS provides the System as is and TELUS makes no representations or warranties, whether written, oral, statutory, express or implied, including warranties and statutory conditions for merchantability or fitness for a particular purpose with respect to the system. TELUS does not represent, warrant or guarantee error free or uninterrupted provision of the System.

23. The parties acknowledge that PINLock is an integral part of the System and will be functional by February 01, 2002. In the event that PINLock is not functional by October 1, 2001, the parties will meet to review this Agreement and discuss how to ensure that PINLock is operation by February 01, 2002..

#### RECORDS AND REPORTS

24. TELUS will keep all necessary records, books of account, invoices, receipts and vouchers for each telephone installed pursuant to this Agreement. The Province will have free access at all reasonable times to such records, books of account, invoices, receipts and vouchers for the purposes of copying or auditing the same.

#### INDEPENDENT CONTRACTOR

25. TELUS is not the servant, employee, agent or partner of the Province.
26. Unless provided for in any Schedule to this Agreement, TELUS will supply all materials, labour, equipment and supplies necessary to install and maintain the System up to the demarcation location. Internal conduit wiring will be the responsibility of the Province.
27. TELUS will not in any manner whatsoever commit the Province to payment of any money to any person.
28. No subcontract entered into by TELUS will relieve TELUS from any obligation under this Agreement or impose any obligation or liability upon the Province to any such subcontractor.
29. All personnel engaged by TELUS for the purposes of this Agreement will, throughout the Term, be the responsibility of TELUS and not of the Province.

#### INDEMNITY

30. TELUS will indemnify and save harmless the Province and its employees and agents (each an "Indemnified Person"), from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reasons of any act or omission of TELUS or of any agent, employee, officer, director or subcontractor of TELUS pursuant to this Agreement, except liability arising out of any independent negligent acts by the Province.
31. The Province will indemnify and save harmless TELUS and its employees and agents (each an "Indemnified Person"), from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person



may sustain, incur, suffer or be put to at any time either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Province or of any agent, employee, officer, director or subcontractor of the Province pursuant to this Agreement or which are based upon, arise out of or occur, directly or indirectly by reason of any act or omission of an Inmate, except liability arising out of any independent negligent act of TELUS

### LIABILITY

32. Notwithstanding any other term of this Agreement, TELUS will not be liable to the Province for any special, indirect, punitive or consequential damages, injuries losses or costs, whether foreseeable or not, arising out of or caused by the presence and operation of the System in the Premises or the use of the System by any party.

### CONFIDENTIALITY

33. The parties understand and agree that this Agreement, its terms and conditions, pricing and other information as may be necessarily exchanged between them in fulfilling the provisions and intent of this Agreement, are and shall be confidential. Each party shall ensure that its affiliates, directors, officers and employees shall keep secret all such information of the other party and all other information which has been clearly identified in advance as confidential by the other party including, without limitation, this Agreement, and shall not disclose any such confidential information except as authorized by both of the parties or as required by law and shall not use such confidential information except in order to fulfill its obligations under this Agreement. This obligation of confidentiality shall not apply:
- (a) to a disclosure of information that is disclosed to a governmental regulatory body or a court having jurisdiction over any aspect of the performance of this Agreement;
  - (b) to a disclosure of information that is disclosed in arbitration, regulatory or court proceedings taken by either parties for the enforcement of any of its rights and remedies under this Agreement, and
  - (c) to a disclosure on a confidential basis in connection with a financing or the provisioning of the System through T-NETIX.
34. For the purposes of any disclosure request made to the Province or any other public body under the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to the above described confidential information including, without limitation, the terms of this Agreement, TELUS states that such information if disclosed would reveal trade secrets of TELUS and commercial, financial or

technical information of TELUS that has been supplied by TELUS, the disclosure of which could reasonably be expected to:

- (a) harm significantly the competitive position of TELUS or interfere significantly with the negotiating position of TELUS;
- (b) result in similar information no longer being supplied to the Province when it is in the public interest that similar information continue to be supplied: and
- (c) result in undue financial loss to TELUS, and undue financial gain to its competitors.

35. In the event of any disclosure request made to the Province under the *Freedom of Information and Protection of Privacy Act* (British Columbia), the Province agrees to consult with TELUS before disclosing any of the above described confidential information, including, without limitation, the terms of this Agreement.

#### **DEFAULT AND TERMINATION**

36. Any of the following events will constitute an Event of Default:

- (a) TELUS fails to observe, perform or comply with any provision of this Agreement or of any license;
- (b) an order is made, a resolution is passed or a petition is filed for the liquidation or winding-up of TELUS;
- (c) TELUS becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (d) except as permitted in this Agreement, TELUS assigns, sells or in any manner disposes of or encumbers all or any of the rights acquired under this Agreement;
- (e) a receiver or receiver-manager of any property of TELUS is appointed;
- (f) any representation or warranty made by TELUS in this Agreement is untrue or incorrect;
- (g) TELUS ceases to operate; or
- (h) the Province fails to observe, perform or comply with any provision of this Agreement.

37. On the happening of any Event of Default, or at any time thereafter, the party not in Default may:

- (a) waive the Event of Default; or
- (b) deliver written notice to the other party specifying the Event of Default and requiring rectification within 60 days of the date of delivery of such notice.

38. Where an Event of Default is not remedied within 60 days of delivery of notice, the party not in Default may terminate this Agreement by notice in writing to the party in Default.

39. Subject to section 40, either party may at any time, without prejudice to any other right or remedy, terminate this Agreement immediately by providing the other party with written notice of its intention to terminate.

40. In the event that,

- (a) TELUS terminates this Agreement pursuant to section 38, or
- (b) the Province terminates this Agreement pursuant to section 39,

TELUS will, within 30 (thirty) days of receipt of written notice to terminate, provide the Province with a written statement of the outstanding unrecovered costs in relation to this Agreement, certified by the Chief Financial Officer, including, but not limited to, the un-depreciated capital costs of the Equipment, costs of software and updates, costs paid to suppliers in relation to the System and any cost or penalties arising from supplier contracts as a result of the termination of this Agreement and an estimated termination date for the Agreement (the "Costs Statement"). The Province will have the right to audit the Costs Statement. In the event the parties disagree with the costs set out in Costs Statement, the parties will resolve such dispute in accordance with section 45.

Once the Costs Statement has been issued, all payments owing to the Province pursuant to section 17 of this Agreement will immediately cease, and will be applied to the outstanding costs, until the outstanding costs have been fully recovered by TELUS. This Agreement will terminate once the outstanding costs as described in the Costs Statement have been fully recovered by TELUS. In no event will the Agreement terminate earlier than six months from the date the Costs Statement is issued.

41. Upon the expiration or termination of this Agreement, TELUS will have the right to, or the Branch may cause TELUS to enter the Premises and remove the System. The Province shall ensure that all copies of the Software and Documentation are returned to TELUS within 7 days of such termination taking effect.

### NON-WAIVER

42. No provision of this Agreement and no breach by TELUS of any such provision will be deemed to have been waived unless such waiver is in writing signed by the Province.
43. The written waiver by the Province of any breach of any provision of this Agreement by TELUS will not be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

### NOTICES

44. Any notice, consent, waiver, report, other document or payment that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of delivery, if sent by facsimile transmission on the date of the transmission to the facsimile number indicated below, and if mailed on the fifth business day after the mailing of the same in British Columbia by prepaid post addressed, if to TELUS,

General Manager  
TELUS  
Public Communications Services  
5-3777 Kingsway  
Burnaby, B.C.  
V5H 3Z7  
FAX: 604-437-5007

and if to the Province, at the following address,

Ministry of Attorney General  
Corrections Branch  
P.O. Box 9478  
Victoria, B.C.  
V8W 9J7  
FAX: 250-952-6883

Either party may, from time to time, give to the other written notice of any change of address or fax number of the party giving such notice and from and after the giving of such notice the address or fax number specified will be conclusively deemed to be the address or fax number of the party giving such notice.

## GENERAL

45. All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated with it or derived from it, must, unless the parties otherwise agree, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its rules.
46. This Agreement may be amended in writing but no such amendment will have any force or effect unless and until it is signed by both parties.
47. TELUS represents and warrants to the Province that TELUS has authorized its signatory to enter into and execute this Agreement on behalf of TELUS without affixing its common seal.
48. This Agreement may be assigned in whole or in part by TELUS to any of its affiliates, as such term is defined in the *Canada Business Corporations Act*.

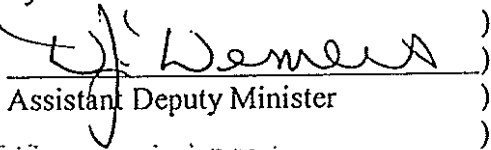
## INTERPRETATION

49. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
50. The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
51. If any provision of this Agreement is found to be invalid, illegal or unenforceable, it will be severable from this Agreement, and the remaining provisions will not be affected and will be valid and legal and enforceable.
52. If there is any conflict between any provision in the body of this Agreement and any provision of any Schedule to this Agreement, then the provisions in the body of this Agreement will prevail.
53. In this Agreement wherever the singular or neuter is used it will be construed as if the plural, feminine or masculine, as the case may be, had been used where the context or the parties so require.
54. This Agreement contains the entire agreement between the parties and there are no covenants, representations, warranties or agreements other than those contained in this Agreement or specifically preserved under the terms of this Agreement.
55. Every reference to an act, whether or not defined, in this Agreement, includes all regulations made pursuant to that act and any act passed in substitution for, replacement of or amendment of that act.

56. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
57. Sections 24, 25, 30, 31, 32, 33, 34 and 35 survive the expiration or earlier termination of this Agreement.
58. This Agreement is subject at all times to any statute, order, rule or regulation or any provincial or federal regulatory agency having competent jurisdiction over one or both of the parties or the services provided under this Agreement.
59. In the event that a court, tribunal or regulatory authority of competent jurisdiction determines that any aspect of the System is contrary to law, the parties will work together to ensure that the System is brought into compliance with the law.

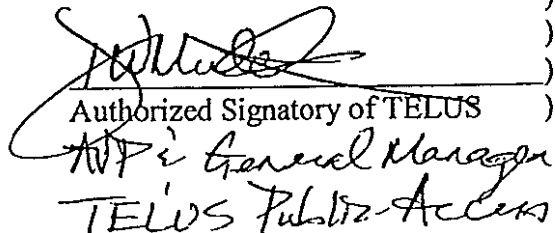
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

SIGNED on behalf of Her Majesty )  
the Queen in right of the )  
Province of British Columbia )  
by: )

  
Assistant Deputy Minister )

Date: May 2, 2001

SIGNED on behalf of TELUS by )  
an authorized signatory of TELUS )

  
Authorized Signatory of TELUS )  
VP General Manager )  
TELUS Public Access )

Date: April 12, 2001

## SCHEDULE A

### SYSTEM DESCRIPTION

#### System Description

The Inmate Call Control System (ICCS) integrates a variety of technologies to provide Inmates with new payment options for phone calls, and offers the potential for a variety of new Inmate services. Additionally, the system provides BC Corrections with the tools to manage Inmate phone calls and offers the potential for other services to be integrated at a future date.

The system is comprised of a Digital Call Control platform, Digital Voice Recording and monitoring, Voice Verification Biometric software, Smart Cards and card issuance systems, real time access and payment for vending machine purchases, and end-user software for the effective management of the system. The system is integrated to BC Corrections' Metropolitan Area Network backbone (SPAN B.C.), which provides linkage to selected BC Corrections' desktop P.C.'s, at designated BC Corrections' facilities, where the system administration software resides. The Card issuance systems reside on separate desktop P.C.'s provided by TELUS.

The Digital Call Control platform, Digital Voice Recording and Monitoring, and Voice Verification Biometric Software are manufactured by T-NETIX, of Denver, Colorado. TELUS has entered into a long-term contract with T-NETIX, and has secured the exclusive distribution rights for the T-NETIX technology in Canada. The Digital Call Control platform is comprised of hardware, and software, and has been installed in TELUS' primary Central Office in Calgary, where it's monitored 7/24. The platform manages the processing of all calls placed by Inmates on a "Call Deny" basis. Essentially, an Inmate can call any number that has not been entered into the Inmates' "Call Deny" list. All Inmate call lists are administered by BC Corrections' staff.

The Smart Card, and card issuance system, are provided by TELUS' Smart Card division. Each Inmate will be issued a Smart Card when they enter a facility. Their picture will be taken, and digitized onto the Smart Card. It will then serve as their official identification. When they want to place a phone call, the Voice Verification Biometric Software will prompt them to say various phrases and establish a "voice print". The system will then cross reference this "voice print" to the original "voice print" that the system captures when the Inmate first signs on to the system. This ensures that the Inmate placing the call is the person to whom the card was issued. Inmates will have the option to pay for the call themselves (as a "debit" call), or on a Collect Call basis. Called parties will receive announcements indicating that they are about to receive a call from a BC Corrections facility. The system requires that they either accept or reject the call, by selecting the appropriate key on their phone keypad. The Called party will have the option to permanently "block" any future calls from a facility.

Calls will be monitored and recorded by Corrections' staff, consistent with BC Corrections policies. Both the Inmate and Called party will receive audible notification that the call may be monitored and / or recorded. "Privileged" calls will not be monitored or recorded, and the Inmate and Called party will receive audible notification to this effect. The calls will be recorded in digital format. Calls will be retained for on-line access for a period of three months, then archived on CD's or other appropriate media for a period of up to two years.

Inmates will be able to make purchases from vending machines using their Smart Card. They will have the option of transferring money from their trust account to the Vending "eCash purse" which is programmed on the Smart Card. When they make a purchase from the vending machine, the eCash purse is immediately decremented. When the eCash purse is depleted, the Inmate will have the option to transfer more funds into the eCash purse. The Inmates will also have the option of transferring funds to their Phone account for making Debit calls, as described above.

The Inmate Call Control System is provided by TELUS on a "turnkey" basis, whereby TELUS provides the various system components, including installation, repair, and ongoing maintenance. TELUS is also providing initial functional training to Corrections' staff, and training on new features or enhancements as they are added.



**SCHEDULE B**  
**SYSTEM RATES**

Terminating Location	Debit/Pre-paid	Collect
<b>Local Calls</b>		
Surcharge	\$0.50	Standard Tariff
Rate Per Call	\$0.40 <sup>1</sup>	Standard Tariff
<b>Long Distance - Canada To Canada Calls</b>		
Surcharge	\$0.50	Standard Tariff
Rate Per Minute	\$0.30	Standard Tariff
<b>Long Distance - Canada To Continental U.S. Calls</b>		
Surcharge	\$0.50	Standard Tariff
Rate Per Minute	\$0.30	Standard Tariff
<b>Long Distance - Canada To International Locations</b>		
Surcharge	\$0.50	Standard Tariff
Rate Per Minute	\$0.35	Standard Tariff

Note:

1. Maximum of 30 minutes

General:

- Rates are for calls originating in Canada
- Rates are applicable to billable calls only
- Rates include applicable taxes
- Continental U.S. Excludes Alaska and Hawaii
- Standard Tariff rates as approved by the CRTC

## AMENDING AGREEMENT

THIS AGREEMENT is made effective as of the 1 day of JULY 2004.

BETWEEN:

**TELUS COMMUNICATIONS INC.** a company incorporated pursuant to the laws of Canada with an office at 3777 Kingsway, Burnaby, B.C. V5H 3Z7

("TELUS")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** represented by Attorney General, Corrections Branch

("Customer")

Whereas the parties entered into a Payphone Equipment and Services Agreement dated April 12, 2001 (the "Original Agreement") and the parties have agreed to amend the Original Agreement as set out in this Agreement.

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Original Agreement is amended by replacing Schedule A, paragraph 5 as follows :

Calls will be monitored and recorded by Corrections' staff, consistent with BC' Corrections policies. Both the Inmate and Called party will receive audible notification that the call may be monitored and/or recorded. "Privileged" calls will not be monitored or recorded, and the Inmate and Called party will receive audible notification to this effect. The calls will be recorded in digital format. Calls will be retained for on-line access for a period of thirty days and, on a monthly basis, will be deleted from the ICCS.

2. The parties hereby confirm the validity and effectiveness of the Original Agreement as amended hereby.
3. This Agreement amends the Original Agreement and shall be read together with the Original Agreement. All references in the Original Agreement to "this Agreement" or like expressions shall be references to the Original Agreement as amended.
4. This Agreement shall enure to the benefit of and be binding on the parties and their respective successors.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

TELUS COMMUNICATIONS INC.

CUSTOMER

Per:

Name: David Fowler

Title: Sales Director

Per:

Name: A.O. (BERT) PHIPPS

Title: ASSISTANT DEPUTY MINISTER

SEP 26 2000

134205  
Adult Custody

September 26, 2000

Mr. B. G. Stobbe  
Provincial Director, Adult Custody  
Corrections Branch  
Ministry Of The Attorney General  
Province Of British Columbia

**Re: Inmate Call Control System (the "System")**

Dear Mr. Stobbe,

This letter sets out the general principles which TELUS Integrated Communications Inc. ("TELUS"), and the Corrections Branch of the Ministry Of Attorney General, of the Province Of British Columbia, ("Corrections") intend to apply in the negotiation and drafting of a formal, legally binding agreement (the "Definitive Agreement") regarding the provision and operation of the System.

The Parties shall negotiate in good faith during the period from the date of this letter until October 31<sup>st</sup>, 2000, or such other date as the parties may mutually agree (the "Negotiation Period"), to conclude and execute the Definitive Agreement. Except as set out herein, this letter shall not constitute a legally binding agreement upon TELUS and Corrections and if a Definitive Agreement is not concluded during the Negotiation Period, the parties will have no further rights or obligations to the other with respect to the transactions described in this letter.

**1.0 The System**

1.1 The System will consist of Smart Cards issued to designated corrections institutions that will work in conjunction with Corrections, and will enable, for example, the following:

- (a) provide institutionally controlled picture identification to each inmate;
- (b) access for the card holder to designated areas within a correctional facility;
- (c) the purchase of goods from vending machines or the commissary;
- (d) the placement of collect or debit calls from designated phone terminals; and
- (e) other such applications as are mutually agreed to between the parties.

1.2 A Statement of Requirements ("SOR") developed by the parties and identifying the System's operational parameters and components will be finalized and attached as an operational specification to the Definitive Agreement.

1.3 TELUS will develop the System in conjunction with T-NETIX and the Definitive Agreement is subject to completion of a satisfactory arrangement with T-NETIX for the provision of the necessary platform.

## **2.0 Term**

2.1 The Definitive Agreement will be in effect for a period to be negotiated, unless terminated earlier.

## **3.0 Payments**

3.1 Payment terms and conditions will be negotiated.

3.2 All payments made under the Definitive Agreement will be subject to applicable sales and excise taxes.

## **4.0 Covenants and Representations**

4.1 TELUS is responsible for the following:

Installation and maintenance of the System, including, but not limited, to installation and repair of the telephone terminals, System hardware and software, provisioning of the Smart Cards and related infrastructure, training, and other such functions as described in the SOR and / or mutually agreed to.

B.C. Corrections is responsible for the following:

On site facilities required for the installation of the System; Smart Card compatible vending machines, distribution of the Smart Cards to the inmates; policies and procedures, and other such functions as described in the SOR and / or mutually agreed to.

4.2 The Definitive Agreement will contain representations and warranties that are reasonable or typical of transactions of this nature.

4.3 In recognition of the benefits of technological change, TELUS commits to use it's best effort to ensure the System technology is kept current with industry standards.

4.4 Service levels will be defined in the SOR.

## **5.0 Indemnity**

5.1 TELUS will indemnify and save harmless the Province and its employees and agents (each an "Indemnified Person"), from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time either before or after the Definitive Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reasons of any act or omission of TELUS or of any agent, employee, officer, director or subcontractor of TELUS pursuant to the Definitive Agreement, except liability arising out of any independent negligent acts by Corrections.

## **6.0 Limitation of Liability**

6.1 TELUS and its affiliates shall not be liable to Corrections or any third party for any indirect or direct losses, damages, injuries, or costs, notwithstanding TELUS' notice of the same, arising out of or caused by Corrections, or its employees, agents, subcontractors, or those for whom at law it is responsible, in the performance of this Agreement. In no event shall either Party be liable to the other Party for business or economic loss or indirect, special, or consequential damages even if the other Party has been advised of the possibility of such loss.

6.2 Both parties acknowledge that, in order to meet the installation timeframe for the System, TELUS may incur related capital costs. In the event a Definitive Agreement cannot be reached, Corrections will reimburse TELUS the un-depreciated capital cost of the equipment purchased. This is consistent with the current contractual agreement.

## **7.0 Confidentiality**

7.1 The parties shall treat as confidential the existence of and terms of this letter and all information provided to any party by the other in respect thereof will be kept in the strictest confidence and not divulged to a third party or used by the party receiving such information save and except for the consummation of the transactions contemplated hereunder or except as required by a court of competent jurisdiction or as required by law.

7.2 No public announcement or disclosure concerning the existence or substance of this Letter or the Definitive Agreements and associated discussions shall be made by either party without the prior consent of the other, except as may be otherwise required by law.

7.3 Notwithstanding anything to the contrary herein, the parties agree that the confidentiality obligations set out in this Article 5 letter shall be legally binding and enforceable against the other for the duration of the Negotiation Period and a period of one (1) year following immediately thereafter.

## **8.0 General**

8.1 This Letter and the Definitive Agreement will be construed in accordance with the laws of Canada and the Province of British Columbia.

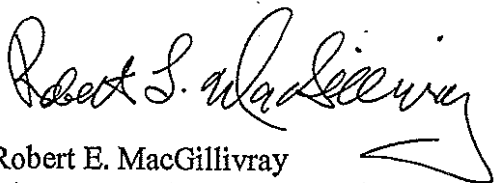
8.2 Neither Party shall, without the written consent of the other Party, assign its rights or obligations hereunder without the consent of the other Party, except where such assignment is to an affiliate or subsidiary of such Party.

8.3 The parties agree that regular meetings to review System performance and resolve outstanding issues is required. Accordingly, a process to formalize this will be included in the Definitive Agreement. A process for dispute resolution will also be included.

8.4 The parties agree to work together to identify other business opportunities for expansion of the System.

Please acknowledge your acceptance of the above noted terms by executing and returning to my attention the enclosed copy of this Letter.

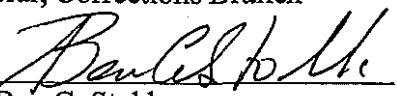
Yours truly,



Robert E. MacGillivray  
Director – Major Account Sales  
TELUS Integrated Communications Inc.

ACKNOWLEDGED AND AGREED this 26<sup>th</sup>  
day of SEPTEMBER, 2000

HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA  
represented by the Ministry of the Attorney  
General, Corrections Branch

Per:   
Ben G. Stobbe  
Provincial Director, Adult Custody



## AMENDING AGREEMENT

THIS AGREEMENT made in duplicate this 19 day of July, 2010.

BETWEEN:

TELUS COMMUNICATIONS INC., a company incorporated pursuant to the laws of Canada with an office at 3777 Kingsway, Burnaby, B.C., V5H 3Z7

(herein called "TELUS")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Public Safety and Solicitor General, Responsible for Corrections Branch





(herein called the "Province")

Whereas the parties entered into a Payphone Equipment and Services Agreement dated April 12, 2001 ("the Original Agreement"), and subsequently amended July 1, 2004, the parties have agreed to amend the Original Agreement as set out in this Amending Agreement.

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree that Paragraph 3 shall be replaced as follows:

**Notwithstanding the date of execution and delivery of this Agreement, TELUS may exercise this License, subject to and in accordance with the provision of this Agreement, during the period commencing on January 1, 2001 and ending on December 31, 2011.**

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

<b>SIGNED AND DELIVERED</b> by the Contractor (or on its behalf by its Authorized Signatory or Signatories if the Contractor is a corporation) in the presence of:	<b>SIGNED</b> on behalf of Her Majesty the Queen in right of the Province of British Columbia by the Assistant Deputy Minister of Corrections, Ministry of Public Safety and Solicitor General, or a duly authorized representative of the Assistant Deputy Minister of Corrections in the presence of:
(Witness): 	(Witness): 
Authorized Signatory:  x 	(For the) Assistant Deputy Minister:  x 
Print Name and Title: Tony Krueck VP, Business Products & Services TELUS Communications Company	Print Name: Pete Coulson A/Provincial Director, Adult Custody BC Corrections Branch
Date: July 19, 2010	Date: July 20, 2010.





## AMENDING AGREEMENT #3

THIS AGREEMENT made in duplicate this 29<sup>th</sup> day of December, 2011.

**BETWEEN:**

TELUS COMMUNICATIONS COMPANY (formerly TELUS Communications Inc.), a partnership formed pursuant to the laws of British Columbia with an office at 3777 Kingsway, Burnaby, B.C., V5H 3Z7

(herein called "TELUS")

**AND:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Public Safety and Solicitor General, Responsible for Corrections Branch

(herein called the "Province")

**WHEREAS:**

A. The parties entered into a Payphone Equipment and Services Agreement dated April 12, 2001 ("the Original Agreement"), and subsequently amended July 1, 2004 and July 19, 2010;




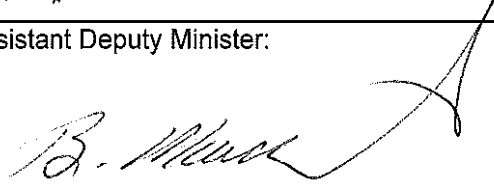
B. The parties are negotiating an agreement for a new solution involving new technology, which agreement will replace the Original Agreement, and in the interim have agreed to extend the term and amend the Original Agreement as set out in this Amending Agreement.

**NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES that:**

1. Subject to section 2 of this Amending Agreement, the term of the Original Agreement is hereby extended until December 31, 2012, unless terminated earlier.
2. The Province accepts and acknowledges that the existing Inmate Call Control Solution provided pursuant to the Original Agreement is comprised of technology that TELUS considers obsolete. While TELUS will exercise commercially reasonable efforts to continue supporting such service, the Province acknowledges that such service is provided on an as-is, as-available basis.
3. Except as provided in this Amending Agreement, all terms and conditions of the Original Agreement shall remain unamended and in force and full effect.

The parties also wish to acknowledge their intention to define a schedule and plan for the wind-down of the services being provided pursuant to the Original Agreement, including the destruction or transfer to BC Corrections of all service data and storage media. In all other respects, the Agreement is confirmed

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

<b>SIGNED AND DELIVERED</b> by the Contractor (or on its behalf by its Authorized Signatory or Signatories if the Contractor is a corporation) in the presence of:	<b>SIGNED</b> on behalf of Her Majesty the Queen in right of the Province of British Columbia by the Assistant Deputy Minister of Corrections, Ministry of Public Safety and Solicitor General, or a duly authorized representative of the Assistant Deputy Minister of Corrections in the presence of:
(Witness):  DARIUS MILNARZ	(Witness):  NATHAN BUCKHAM
Authorized Signatory:  X 	Assistant Deputy Minister:  X 
Print Name and Title: Tim Draper Vice President Telus Communications Company	Print Name: Brent Merchant Assistant Deputy Minister BC Corrections Branch Ministry of Public Safety and Solicitor General
Date: DECEMBER 29, 2011	Date: DECEMBER 29, 2011



## AMENDING AGREEMENT #4

THIS AGREEMENT made in duplicate this 7 day of December, 2012.

**BETWEEN:**

TELUS COMMUNICATIONS COMPANY (formerly TELUS Communications Inc.), a partnership formed pursuant to the laws of British Columbia with an office at 3777 Kingsway, Burnaby, B.C., V5H 3Z7

(herein called "**TELUS**")

**AND:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Justice and Attorney General, Responsible for Corrections Branch

(herein called the "**Province**")

**WHEREAS:**



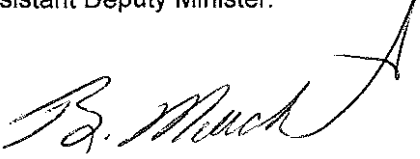
- A. The parties entered into a Payphone Equipment and Services Agreement dated April 12, 2001 ("the Original Agreement"), and subsequently amended July 1, 2004, July 19, 2010 and December 29, 2011;
- B. The parties are negotiating an agreement for a new solution involving new technology, which agreement will replace the Original Agreement, and in the interim have agreed to extend the term and amend the Original Agreement as set out in this Amending Agreement.

**NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES that:**

1. Subject to section 2 of this Amending Agreement, the term of the Original Agreement is hereby extended until June 30<sup>th</sup>, 2013, unless terminated earlier.
2. The Province accepts and acknowledges that the existing Inmate Call Control Solution provided pursuant to the Original Agreement is comprised of technology that TELUS considers obsolete. While TELUS will exercise commercially reasonable efforts to continue supporting such service, the Province acknowledges that such service is provided on an as-is, as-available basis.
3. Except as provided in this Amending Agreement, all terms and conditions of the Original Agreement shall remain unamended and in force and full effect.

The parties also wish to acknowledge their intention to define a schedule and plan for the wind-down of the services being provided pursuant to the Original Agreement, including the destruction or transfer to BC Corrections of all service data and storage media. In all other respects, the Agreement is confirmed.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

<b>SIGNED AND DELIVERED</b> by the Contractor (or on its behalf by its Authorized Signatory or Signatories if the Contractor is a corporation) in the presence of:	<b>SIGNED</b> on behalf of Her Majesty the Queen in right of the Province of British Columbia by the Assistant Deputy Minister of Corrections, Ministry of Justice, or a duly authorized representative of the Assistant Deputy Minister of Corrections in the presence of:
(Witness):	(Witness): 
Authorized Signatory:  X 	Assistant Deputy Minister:  X 
Print Name and Title: Tim Draper Vice President Telus Communications Company	Print Name: Brent Merchant Assistant Deputy Minister BC Corrections Branch Ministry of Justice
Date: December 7, 2012	Date: December 11, 2012