

Resolution # 6-1

WHEREAS, the Sheriff's Office currently provides phone and in-house video visitation services to Sangamon County inmates; and,

WHEREAS, the Sheriff's Office would like to expand services to include off-site video visitation, online education, messaging (text, photos, video), and entertainment (e-books, games, movies/TV, music); and,

WHEREAS, HomeWav has been selected as the vendor to provide a full range of free and fee-based offerings for the services listed above; and,

WHEREAS, as documented by the approval of this resolution, the Jail Committee has approved the Sheriff's Office request specified and the Committee recommends that the County Board approve of the same, and;

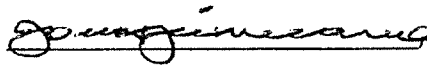
NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 11th day of July, 2023, approves the Sheriff's Office to enter into a contract with Homewav to provide these services detailed above. The Sheriff is authorized to sign required documents to execute this provision.

Chairman, Sangamon County Board

ATTEST:

County Clerk

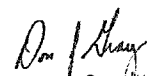
Approved by the Jail Committee June 20, 2023

 Chairman

RECEIVED
2023
JUN 16 2023

Andy Goleman
SANGAMON COUNTY AUDITOR

FILED
JUN 23 2023


Sangamon County Clerk

Attachment: HomeWav Contract

Master License and Services Agreement

This Master License and Services Agreement (the “**Agreement**”), and the exhibits hereto, made and entered into as of this ____ day of _____ 2023 (the “**Effective Date**”), by and between Sangamon County (IL) (the “**County**”) and HomeWAV, LLC, a Delaware limited liability company (“**HomeWAV**”). Each of the County and HomeWAV may be referred to herein as a “**Party**” and collectively, the “**Parties**.”

RECITALS

Whereas, HomeWAV is a provider of a unique, custom all-in-one inmate communications solution comprised of patented technology, software applications, hosted services, and equipment that has been adapted for use in secured detention facilities as more particularly described herein (collectively, the “**System**”); and

Whereas, the County desires that HomeWAV provide the System to one or more of its secured detention facilities (each a “**Facility**” and collectively, the “**Facilities**”), and HomeWAV desires to provide the System identified herein to the County pursuant to the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. **Definitions.**

- a. “**Equipment**” means the specific HomePAS™ Kiosks, CompAS™ Tablets, CompAS™ Charging, PoE Adaptor Sets, routers, switches and other such hardware and equipment which is provided to the County as part of the System licensed to it under this Agreement.
- b. “**Licensed Services**” means that portion of the System comprised of the Software and cloud-based applications that are run on a hosted system and which are provided by HomeWAV to the County pursuant to the license terms herein to enable inmate voice calls, video calls, messaging, and tablet services at each Facility.
- c. “**Professional Services**” means the installation, setup, configuration, and testing of the Equipment and the System, and training provided by HomeWAV to the County as more particularly described herein.
- d. “**Software**” means the proprietary and patented software program owned by HomeWAV and licensed to the County pursuant to the terms of this Agreement.

2. **Exclusivity.** The County acknowledges and agrees that this is an exclusive services agreement between the Parties; and accordingly, the County agrees that for as long as this Agreement remains in full force and effect HomeWAV will be its sole and exclusive provider of inmate voice calls, video calls, messaging, and tablet services for all of its Facilities. For purposes of clarity, this exclusive arrangement means, and the County agrees that the County is expressly prohibited from engaging, using, licensing, purchasing, or accepting from any third party, employee, contractor, or related entity any software, equipment or services that are similar to some or any part of the System (including the Licensed Services) or the Professional Services for use at any of its Facilities.

3. **Term of this Agreement.** This Agreement is effective as of the Effective Date and continues in full force and effect until expiration of a Term or earlier termination. The System will be made fully available to the County for its use and the County’s license to the System pursuant to Section 7 will commence ninety (90) days after the Effective Date (the “**Commencement Date**”) and HomeWAV will provide the System and related Professional Services and Licensed Services to the County for a period of five (5) years from the Commencement Date (the “**Initial Term**”) unless earlier terminated pursuant to Section 15. This Agreement will automatically renew for three additional one (1) year periods (each a “**Renewal Term**”) unless either Party notifies the other Party of its desire

not to renew this Agreement at least ninety (90) days prior to the commencement of the next Renewal Term. The Initial Term and each Renewal Term are collectively, the “Term.”

4. **Professional Services (No Charge).** HomeWAV will provide the following Professional Services to the County at no charge during the Term:

- arrange for the delivery of the Equipment to the County’s Facilities included under this Agreement,
- load the Software onto the Equipment,
- coordinate the installation of the Equipment in designated wall mount locations within the Facilities,
- provide system testing and acceptance on all Equipment,
- provide staff and inmate training on platform features and functionality,
- arrange for installation of high-speed Internet service at a minimum of 0.5MB up/0.5MB down per kiosk, and any equipment associated therewith to service the System, and
- arrange for cat 5e or greater cable to be installed (if necessary) to each location within the Facility where Equipment is to be installed. Installation to be performed pursuant to written agreement(s) acceptable to County.

HomeWAV may cause or obtain a physical site survey of each Facility to confirm the number of kiosks, the installation location within the Facility, and any other specifications or plans provided by the County (the “**System Solutions**”). The County acknowledges and agrees that all proposed System Solutions are contingent upon the site survey and that HomeWAV shall have authority to modify any proposed Systems Solutions as necessary to comply with the limitations of a given Facility.

5. **Support and Maintenance (No Charge).** For the entire Term of this Agreement, and at no charge to the County, HomeWAV will support and maintain the Equipment located at each Facility pursuant to HomeWAV’s Software and Hardware Service Level Agreement attached hereto as Exhibit B (the “**Service Agreement**”). Under no circumstances may the County or any third party acting on behalf of the County install, uninstall, or perform any maintenance or related services on the Equipment, it being understood and agreed that only an approved HomeWAV technician may provide Professional Services, support, and maintenance on the Equipment.

6. **Ownership of Equipment and Software.** HomeWAV is the sole and exclusive owner of the Software and Equipment and retains all right, title and interest in and to the Software and Equipment at all times during the Term. The Software and Equipment are provided to the County pursuant to the System license granted in Section 7 below. HomeWAV will purchase and maintain insurance coverage for the Equipment and the Software comprising the System. HomeWAV will deliver the Equipment to the County’s designated Facilities pursuant to a mutually agreed schedule and will install and configure the Equipment with the Software pursuant to the Professional Services set forth above.

7. **License to System.** HomeWAV hereby grants to the County a limited, non-assignable, non-sublicensable, revocable, and nonexclusive license during the Term to use the Software, Equipment, and related components comprising the System solely for the limited purposes of providing voice calls, video calls, messaging, and tablet services to inmates in each Facility and viewing or monitoring the records of such calls. In addition, if the County exercises its right to receive “**Add-On Features**” as set forth in Exhibit A attached hereto, HomeWAV will provide the

County with reasonable assistance to enable the County to receive and use such Add-On Features with the System and will seek authorization from any third-party providers if necessary. The County will not, and will not permit any other person to, remove, alter, disfigure, or cover up any numbering, lettering, insignia, or any owner's tag(s) displayed upon the Equipment, and the County may not move the Equipment from the Facility or the location in the Facility where it is installed by HomeWAV. Any of the foregoing actions are deemed a material breach of this Agreement. The County's license to and use of the Software is governed by the terms of this Agreement, the Software End User License Agreement provided with the Software (a copy of which is located at <https://app.homewav.com/account/terms>), and the Website Terms of Use and Privacy Policy located at <https://www.homewav.com/privacy-policy/>, as such items may be updated, amended and modified in accordance with their respective terms (collectively, the "**Software Terms and Conditions**"). The County may not copy or modify the Software, or any adaptation, transcription, or merged portion thereof, unless expressly authorized in writing by HomeWAV. Any modifications, improvements, enhancements, changes, or any other alterations to the Software, or any derivative works made therefrom (collectively, "**Modifications**") that are made by the County or any third party acting on the County's behalf, whether or not authorized by HomeWAV, are deemed the sole and exclusive property of HomeWAV. Accordingly, the County hereby assigns to HomeWAV all of its right, title, and interest in and to such Modifications and shall take all necessary actions to ensure that any third party who has participated in the development of any Modifications likewise assigns all of their right, title, and interest in the Modifications to HomeWAV. For the avoidance of doubt, the foregoing licenses to the Software, Equipment and any related System components shall terminate immediately upon the termination or expiration of this Agreement.

8. **The County's Covenants and Obligations.** The County hereby covenants and agrees to the following terms as material conditions to its right to use the System:

- a. It will not sell, sublicense, or assign the Equipment, the Software, or any other components of the System.
- b. It will keep the Equipment free and clear of all liens and encumbrances.
- c. It will only use the Equipment, Software, and other components of the System for (i) the limited purposes provided under the license in Section 7 and (ii) if requested by and, as applicable, purchased by the County, any Add-On Features in all cases pursuant to the terms and conditions of this Agreement and the Software Terms and Conditions.
- d. It will use the System solely at the Facilities and locations within the Facilities where installed by HomeWAV.
- e. It will use its best efforts to ensure that none of the Equipment or Software is damaged by misuse or neglect, including, without limitation, by misuse by the inmates.
- f. It will work with HomeWAV to ensure that all individuals to whom it grants access to and use the System will agree to the Software Terms and Conditions, and further acknowledges and agrees that it will be fully liable to HomeWAV for breach by any such individuals of the Software Terms and Conditions.
- g. It acknowledges and agrees that HomeWAV will be the sole and exclusive provider of inmate voice calls, video calls, messaging, and tablet services and all related Professional Services to all of the County's Facilities.
- h. It will not move the Equipment without the advance written consent of HomeWAV.

- i. It will not remove, alter, disfigure, or cover up any numbering, lettering, insignia, or any owner's tag(s) displayed upon the Equipment.
 - j. It will provide an inmate roster from the Jail Management Software ("JMS"), via secure FTP or web services, at a minimum of every fifteen (15) minutes.
 - k. It will authorize HomeWAV to integrate with its JMS provider; HomeWAV assumes all financial responsibility for the costs related to the integration.
 - l. It will maintain physical possession of all tablets installed at the facility and ensure that all tablets are connected to the internet and available for software updates. HomeWAV specifically disclaims any liability, and the County accepts full responsibility for any malfunctions which occur on tablets which occur while a tablet is not in the effective possession of jail staff or not connected to the internet and available for software updates.
9. **Access to the Facility.** The County will grant HomeWAV and its employees and subcontractors reasonable and necessary access to the Facilities in order to enable HomeWAV to perform its obligations and exercise its rights hereunder. HomeWAV shall have the right, upon reasonable notice, to enter into each Facility to inspect the System.
10. **Use of the System.** The County agrees that the System shall be available to inmates for voice calls, video calls, messaging, and tablet services for a minimum of twelve (12) hours per day, seven (7) days per week.
11. **System Usage Fees.** The Facility's inmates shall be charged the following fees for using the System ("Usage Fees").

Usage Fees	
Services	Rates & Fees
Calling	
Domestic Voice Calls	\$0.20 per Minute
International Voice Calls	International Rate + \$0.20 per Minute
Onsite Video Calls	No Cost
Remote Video Calls	\$0.20 per Minute
Messaging	
Text	\$0.03 per 10 characters
Photo	\$0.25
Video Messages (60 sec.)	\$0.40
Entertainment	
E-Books	\$0.00 - \$1.99 per Book
Games	\$0.00 - \$1.99 Standard / \$2.49 Premium
Movies/TV	\$0.00 - \$1.99 Short Form
	\$0.00 - \$3.99 Standard
	\$4.99 Premium
Music	\$0.00-\$2.99

Usage Fees	
* HomeWAV provides a wide range of entertainment choices that include e-books, games, movies/TV, music. In addition to unlimited, open-source content, HomeWAV will offer additional premium content based on recommended retail price.	
Transaction	Fees
Online Deposit	\$2.00
PayNearMe.com	\$1.99
Surcharge	\$0.00
Connection	\$0.00
Live Agent	\$0.00
IVR	\$0.00
Refund	Issued upon request less 10% of the current balance.
* Subject to change based on recommended retail price.	

Revenues from using the System shall be deposited into a dedicated account established and maintained by HomeWAV and HomeWAV is authorized to disburse such funds in accordance with Section 12. HomeWAV reserves the right to change the Usage Fees, only after receiving the County’s expressed written consent, if such changes arising from any one or combination of the following: (a) inflation, (b) a change in taxes, or any (c) rule, regulation, or other action by any government or regulatory entity resulting in increased costs to HomeWAV.

12. **Revenue Sharing.** HomeWAV shall pay to the County **90% of the Gross Billable Revenue (“GBR”) for voice calls, 40% of the GBR for video calls and eMessaging, and 20% of the GBR from entertainment generated from the usage of the System installed in the Facility OR a Minimum Monthly Guarantee (MMG) based on the following monthly Average Daily Population (“ADP”) thresholds, whichever is greater:**

- 300+ ADP - \$37,500
- 275-300 ADP - \$33,500
- 250-275 ADP - \$30,000
- 200-250 ADP - \$22,500

In the event the County fails to maintain an ADP of 200 for a given month, the County shall be ineligible for a MMG for that month. GBR shall be defined as Gross Revenue of the Usage Fees less monthly internet service and entertainment licensing fees, international calling fees, Federal, State, and Local taxes, and Cost Recovery Fee. For information on the Cost Recovery Fee and how it’s applied, please refer to <https://www.homewav.com/understandingtaxes/>. HomeWAV shall pay to the County, on a monthly basis, its share of the revenues not later than the last day of following month.

13. **Recording.** HomeWAV will make voice call recordings and messages available to the County on demand for a period of 365 days after the date of such recording. Voice call recordings and messages will be archived on the 366th day and remain accessible to HomeWAV for an additional 365 days. HomeWAV will make video call recordings available to the County on demand for a period of 90 days after the date of such recording. Video call recordings will be archived on the 91st day and remain accessible to HomeWAV for an additional 365 days. Archived files may only be retrieved by submitting a request to HomeWAV Technical Support and will require a fee based on the number of files requested. Subject to non-abuse, the Sangamon County Sheriff’s Office shall not be required to pay the fee for its own retrieval requests. The County agrees that HomeWAV has no liability to the County or any third party for any failure to record, store, transmit, relay, review, or monitor any call or message.

14. **Financial Reporting Requirements.** HomeWAV shall maintain an accounting program that accurately reflects the revenues generated by the System in the Facilities and provide that information to the County monthly

during the term of this Agreement. HomeWAV shall retain its share of the revenues as payment for its obligations hereunder, and shall remit the County's share of revenues, along with such monthly financial reports, to the County. HomeWAV shall issue call data, revenue, and expense information by the last day of each month with respect to call activity that occurred in the Facilities during the prior month. HomeWAV shall maintain all books, documents, accounting records and other evidence pertaining to the services and payments under this Agreement and make such materials available for inspection at all reasonable times during the term of this Agreement, and for three (3) years after the date of the final payment under the Agreement.

15. **Termination.**

- a. **Rights of Termination.** Either Party may terminate this Agreement if the other Party breaches any of its obligations under this Agreement and such breach remains uncured thirty (30) days after notice thereof, provided, that if the County breaches the scope of the license to any part of the System as set forth in Section 7, HomeWAV may terminate this Agreement immediately upon giving written notice to the County.
- b. **Effects of and Actions upon Termination or Expiration.** Upon termination or expiration of this Agreement, irrespective of the cause, the licenses granted by HomeWAV to the County shall terminate. The County shall take the following actions: (i) immediately cease and cause all of its users to immediately cease all access to and use of the System; (ii) and allow a HomeWAV authorized technician to remove the Equipment no later than (30) days following the termination or expiration date.
- c. **Survival.** Sections 11, 13, 15-18, 21-23, and 25-29 shall survive termination of this Agreement.

16. **Agreement Documents.** The attached Exhibit describing the Add-On Features and Exhibit B setting forth the terms of the Service Agreement, and the Software Terms and Conditions are each made part of this Agreement and incorporated herein by this reference. This Agreement represents the entire agreement and understanding between HomeWAV and the County with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral, that the Parties hereto may have had with respect thereto. No statements, representations, promises or inducements with respect to the subject matter by either Party or by any agent or representative of either Party which is not contained in this Agreement shall be valid or binding between the Parties.

17. **Force Majeure.** To the extent allowable by law, any delays or failures by either Party hereto in the performance of the obligations hereunder shall be excused if and to the extent such delays or failures are caused by occurrences beyond such Party's control (a "Force Majeure"), including, without limitation, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage, failure of the Internet, or any part or element thereof and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by such Party.

18. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and courts located in Sangamon County, Illinois, shall have exclusive jurisdiction over any disputes related to this Agreement.

19. **Independent Contractor.** Each party acknowledges and agrees that HomeWAV and its employees (and any subcontractors it engages) serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability. Nothing in this Agreement will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees, or affiliates.

20. **Subcontractors.** HomeWAV shall have the right, in its sole and absolute discretion, to use subcontractors to perform its obligations and exercise its rights hereunder. HomeWAV shall be responsible for all acts and omissions of its subcontractors as if such acts or omissions were performed by HomeWAV.

21. **Notices.** All notices under this Agreement must be in writing and given to the other Party at the address or email below. Delivery is deemed to occur: (a) on the third (3rd) business day after mailing by U.S. Mail, first class, prepaid, (b) upon delivery from a nationally recognized overnight courier service, (c) upon delivery if hand delivered, and (d) upon receipt of an automated verification of receipt if sent by email. Either Party may change its address and/or addressee for notices at any time with fifteen (15) days' prior notice to the other Party in accordance with the foregoing.

HomeWAV: HomeWAV, LLC
2020 Westport Center Dr.
St. Louis, MO 63146

County: Sangamon County Jail
1 Sheriff's Plaza
Springfield, IL 62701

22. **Nondiscrimination and Non-Conflict Statements.** HomeWAV agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of HomeWAV. HomeWAV shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

23. **Warranties and Disclaimers.**

- a. **Services Warranty.** HomeWAV warrants that it will perform the Professional Services, support and maintenance in a good and workmanlike manner using trained professionals, and that it will use commercially reasonable efforts to meet the performance terms in the Service Agreement.
- b. **Disclaimers.** EXCEPT AS PROVIDED HEREIN, THE SYSTEM AND ALL RELATED SERVICES IN THIS AGREEMENT ARE DELIVERED AND PROVIDED "AS IS" AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

24. **Compliance with all Federal, State, and Municipal Laws.** HomeWAV will comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of inmate communication, and shall ensure that its third-party subcontractors, if any, obtain any necessary permits prior to installation of the Equipment in the Facilities.

25. **Assignment.** Neither Party may assign this Agreement or any or all of its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that HomeWAV may assign this Agreement to any of its subsidiaries or affiliates or to any entity that acquires all or substantially all of HomeWAV's assets and agrees to assume responsibility hereunder. None of the provisions of this Agreement shall be construed to be for the benefit of or enforceable by any person or entity other than the Parties hereto and their successors and assigns.

26. **Severability.** If any provision of this Agreement is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

27. **Supremacy.** In the event of any express conflict between this Agreement and any schedule, Request-for-proposal (“RFP”) response, or other non-binding proposal, the terms of this Agreement shall supersede any contradictory provisions or terms in the schedule, RFP response, or other non-binding proposal.

28. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original hereof and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures transmitted by facsimile or other electronic means will be deemed originals.

29. **Authorization; Third Party Beneficiaries.** Each person signing below warrants and represents that he/she has full power and authority to execute this Agreement on behalf of the Party he/she represents. There are no third-party beneficiaries to this Agreement.

30. **Cooperative Servicing.** Subject to HomeWAV’s written approval, other County Board’s Sheriff’s Offices, Regional Jail Authorities, or Corrections Departments within the County’s state may desire to obtain services as generally described in this agreement and may award a contract to HomeWAV, HomeWAV agrees to provide equivalent services to any such entities, subject to adjustments based on an entity’s specific requirements.

In witness whereof, the Parties hereto have caused this Agreement to be executed on the day and year first above written, to be effective as of the Effective Date.

HomeWAV, LLC

By: _____
Name: Morteza Sahebkar
Title: Chief Operating Officer

Sangamon County (IL)

By: _____
Name:
Title:

EXHIBIT A

Add-On Features

HomeWAV will provide to the County the add-on services selected below:

Add-On Service	Description of Features/Benefits	HomePAS™ Kiosk	ComPAS™ Tablet
DigitalDocs™ Paperless System	Digital inmate medical grievance requests, custom/misc. inmate grievance requests, read-only documents, rules, handbook with digital inmate/visitor signature/acknowledgement, etc. through the all-in-one HomePAS™ Kiosk.	X	X
Commissary Ordering Integration	Integrate w/current or future provider through the all-in-one HomePAS™ Kiosk.	X	X
Free Voice and Video Calls for County Employees	Free Voice and Video Calls for County Employees (must have a County Private email address).	X	X
Lobby Call Feature	Feature is available on-site, through the all-in-one HomePAS™ Kiosk, for visitors to call for HomeWAV contact center assistance.	X	
GoLegal™ Law Library	Provide Law Library through the all-in-one HomePAS™ Kiosk and the ComPAS™ Tablet.	X	X
Background Filtering	Configurable technology for custom backgrounds such as logos, a solid color, a blur, or any other desired image.	X Expected Q3 2023	X Expected Q3 2023
Voice Biometric System (VBS) & Investigative Platform	Full Voice Biometric System (VBS) and investigative suite for administrative users for voice and video calls.	X	X
Call Transcription	Voice-to-text transcription services for voice and video calls .	X	X
Mail Scanning	Full mail scanning services to allow for physical mail sent to inmates to be routed to a secure processing facility for scanning into digitized mail. All mail is logged, organized, and stored securely by a certified technician. The mail is converted to a PDF with full-text search capability. HomeWAV will provide the County with a legal mail scanning solution that includes stand-alone scanning and printing features. Inmate legal mail will not be scanned with TextBehind.	X	
Inmate Education	A diverse collection of inmate education portals and topics through Kolibri.		X

Exhibit B

Software and Hardware Service Level Agreement

Purpose

The purpose of this service-level agreement is to define service availability, priority levels, and response times.

Service Availability

Technical Support is available by phone, support ticket, and on-site.

Phone support is available from 8 AM to 8 PM Central by calling (844)-842-9167. After-hour messages may be left and will be addressed the next business day, beginning at 8 AM.

Technical support can be requested twenty-four hours per day, three hundred sixty-five days per year, by logging into your HomeWAV account and filling out a support ticket by clicking the Service Tickets tab.

Onsite support is coordinated between the HomeWAV Technical Support Representative and Facility Contact to ensure escort availability.

Definitions

Priority 1 (P1):

- A failure of 100% of the devices in any one area or 100% of the devices in the entire facility that prevents inmates from using voice, video, or messaging services.
- A failure that renders the HomeWAV system completely inoperable.

Priority 2 (P2):

- A failure of 50% of the devices in any one area or 50% of the devices in the entire facility that prevents inmates from using voice, video, or messaging services.

Priority 3 (P3):

- An issue or request not meeting the P1 or P2 criteria.

Response and Resolution Times

P1 tickets will be responded to within sixty minutes of receiving the ticket. HomeWAV aims to resolve P1 issues within four hours of receiving that ticket. If the P1 ticket cannot be resolved remotely, HomeWAV will dispatch a local technician to troubleshoot and resolve the issue. A technical support representative will coordinate the technician's arrival time with the facility contact.

P2 tickets will be responded to within sixty minutes of receiving the ticket. HomeWAV aims to resolve P2 issues within eight hours of receiving that ticket. If the P2 ticket cannot be resolved remotely, HomeWAV will dispatch a local technician to troubleshoot and resolve the issue. A technical support representative will coordinate the technician's arrival time with the facility contact.

P3 tickets will be responded to within sixty minutes of receiving the ticket. HomeWAV aims to resolve P3 issues within forty-eight to seventy-two hours of receiving that ticket. If the P3 ticket cannot be resolved remotely, HomeWAV will dispatch a local technician to troubleshoot and resolve the issue. A technical support representative will coordinate the technician's arrival time with the facility contact.

Outages out of HomeWAV's control may delay resolution times. Such outages may include but are not limited to acts of God, internet, and power.

Lack of facility escorts or access to HomeWAV equipment may delay resolution times.

Warranty

HomeWAV software warranty includes support, maintenance, scheduled updates, and scheduled upgrades.

HomeWAV hardware warranty includes parts, equipment, labor, maintenance, natural disaster, and repair for everyday wear and defects and damage due to abuse by users, including inmates.