

ELECTRONIC MONITORING AT WILL SERVICE AGREEMENT

BETWEEN: A2i/AEM, LLC AND: Madison County Madison County Board of Supervisors

This Electronic Monitoring Agreement (EMA) is made and entered into effective on September 1, 2023 by and between A2i/AEM, LLC, a Mississippi limited liability company, domiciled in Lee County, Mississippi, whose address is 499 Gloster Creek Suite B10 Tupelo, MS 38801, and is herein represented by Van Hopkins, duly authorized, herein after referred to as "A2i," and the Madison County Board of Supervisors for and on behalf of the 14th Circuit Intervention Court, domiciled in Madison County Mississippi, whose address 125 West North St Canton, MS 39046 hereinafter referred to as Customer."

This Agreement is made and accepted for and in consideration of all the terms, conditions, and stipulations hereinafter set forth:

1. The term of this Agreement shall be for a period of 1 year commencing on September 1, 2025 and shall automatically renew annually on September 1st unless either party notifies the other in writing not less than thirty (30) days prior to the expiration of the contract term that it wishes not to renew this Agreement

In addition, following thirty (30) days written notice, Customer may terminate this Agreement without the payment of any penalty or incurring any further obligation to A2i/AEM. Following any such termination for convenience, A2i/AEM shall be entitled to compensation for its services provided up to and including the date of termination, and otherwise as provided in sections 8 and 9 below.

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the party at the address listed in the first paragraph of this Agreement, or to such other person at any other address as may be designated in writing by the parties.

2. A2i/AEM hereby agrees to provide to Customer, and Customer hereby accepts from A2i/AEM, the equipment ("Equipment") and rates listed in the "Equipment, Services, and Pricing Schedule," attached hereto as Exhibit A ("Schedule"), and incorporated herein as a part hereof.

3. Customer shall pay for the Equipment, at the rates set forth in the Schedule A, or at such other place as A2i/AEM may designate by written notice to Customer. Any payment not made within 30 days of delivery of invoice shall be considered overdue and in addition to A2i/AEM's

other remedies, A2i/AEM may levy a late payment charge equal to one percent (1%) per month, compounded monthly, on any overdue amount. In addition, any overdue amount not paid by the 60th day following invoice shall be subject to collection.

4. Customer shall use the Equipment in a careful and proper manner and shall comply with and conform to all applicable national, state, municipal, police, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.

5. Customer acknowledges receipt of A2i/AEM guidelines in the installation, use, and care of the Equipment, and Customer shall bear the sole responsibility of informing any Offender assigned any Equipment on the proper use and care of the Equipment.

6. To the extent allowable by Mississippi law, A2i/AEM disclaims any and all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, except that A2i/AEM warrants that A2i/AEM has the right to provide the equipment, as provided in this Agreement.

7. The Customer shall inspect each item of equipment delivered pursuant to this Agreement. The Customer shall immediately notify A2i/AEM of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the Customer fails to provide such notice before accepting delivery of the equipment, the Customer will be conclusively presumed to have accepted the equipment as specified in the equipment schedule.

8. Upon the expiration or earlier termination of this Agreement, Customer shall return the Equipment to A2i/AEM in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Equipment at Customer's cost.

9. With the exception of loss or damage solely caused by A2i/AEM, Customer hereby assumes and shall bear the entire risk of loss and damage to the Equipment.

10. If Customer fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by Customer, A2i/AEM shall have the right to exercise any one or more of the following remedies: To compensation for its services provided up to and including the date of termination, and otherwise as provided in sections 8 and 9 above; to take possession of the Equipment, without demand or notice, wherever the same may be located, without any court order or other process of law; to terminate this Agreement; to pursue any other remedy at law or in equity. All of A2i/AEM's remedies are cumulative and may be exercised concurrently or separately.

11. Neither this Agreement, nor any interest therein is assignable or transferable without the prior written consent of A2i/AEM. If any proceeding under the Bankruptcy Act, as amended, is commenced by originals to the Customer, or if the Customer is adjudged insolvent, or if

Customer makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Customer is a party with authority to take possession or control of the Equipment, A2i/AEM shall have and may exercise any one or more of the remedies set forth in Section 12 hereof; and this Agreement shall, at the option of A2i/AEM, without notice, immediately terminate and shall not be treated as an asset of Customer after the exercise of said option.

12. The Equipment is and shall at all times be and remain the sole and exclusive property of AEM; and the Customer shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

13. If A2i/AEM shall so request, Customer shall execute and deliver to A2i/AEM such documents as A2i/AEM shall deem necessary or desirable for purposes of recording or filing to protect the interest of A2i/AEM in the Equipment including, but not limited to, a UCC financing statement.

14. A2i/AEM shall have the right, from time to time, to conduct physical inventories of the Equipment it provides Customer pursuant to this Agreement. If A2i/AEM chooses to conduct an on-site physical inventory, A2i/AEM will provide reasonable written notice of not less than 10 business days of its intent to conduct such an inventory to Customer, after receipt of which Customer shall make all books, records, and facilities relative to the location of the Equipment available for A2i/AEM's inspection.

15. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If A2i/AEM finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provisions, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. A2i/AEM shall be the exclusive provider of electronic monitoring equipment and services to Customer during the term of this Agreement.

17. This Agreement shall be construed and enforced according to the laws of the State of Mississippi and for all purposes under the law considered to have been executed and performed in the state of Mississippi, without regard to any conflict of law issue. Jurisdiction and venue for any matter, claim or for the enforcement of this Agreement shall be exclusive to the Circuit Intervention Court located in Madison County. This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

18. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict

compliance with every provision of this Agreement.

19. Customer certifies that the application, statements, and capacities submitted to A2i/AEM are true and correct and any material misrepresentation will constitute a default under this Agreement.

20. This Agreement may be subject to the annual appropriation of funds by the Madison County Board of Supervisors. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then Customer shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

So executed effective the 1st day of September 1, 2025 after due reading of the whole.

A2i/AEM, LLC:



BY: Van Hopkins, as duly authorized manager of A2i/AEM, LLC

Madison County Board of Supervisors, Customer:

BY: