

CLARKE COUNTY (IA) A000897

FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Clarke County Sheriff's Department ("you" or "Customer") dated November 15, 2014 (the "Agreement").

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

NOW, THEREFORE, as of the First Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. <u>Term</u>. This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Initial Term of the Agreement shall be extended by an additional 48 months, with a modified end date that is 48 months from the First Amendment Effective Date. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
- 2. Private Number Designation. We will continue to provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (Including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.
- 3. Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address:

Payment Address:

4000 International Parkway Carrollton, Texas 75007 Attention: General Counsel Phone: (972) 277-0335

4000 International Parkway Carrollton, Texas 75007 Attention: Accounts Payable Phone: (972) 277-0335

4. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.



EXECUTED as of the First Amendment Effective Date.

CUSTOMER:

Clarke County Sheriff's Department

Ву:

Name:

Title:

Date:

PROVIDER:

Securus Technologies, Inc.

By:

Name: Robert E. Pickens

Title:

President and Chief Executive Officer

Date:

4-12-19

Please return signed contract to:

4000 International Parkway Carrollton, Texas 75007

Attention: Contracts Administrator

Phone: (972) 277-0300



April 16, 2019

Sheriff Rob Kovacevich Clarke County Sheriff's Office 220 Townline Road P.O. Box 537 Osceola, IA 50213

Dear Sheriff Kovacevich:

Thank you for your business!

Our goal is a long-term partnership with you and your county where SECURUS Sales and Service exceeds your expectations.

Enclosed, please find an executed copy of the First Amendment to the Master Services Agreement between Clarke County Sheriff's Office and SECURUS Technologies.

If you need further assistance please contact your SECURUS representative.

Russell Roberts Sr. Vice President - Sales & Marketing Securus Technologies (972) 277-0656