



FIRST AMENDMENT
TO
MASTER SERVICES AGREEMENT

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by a party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement dated January 3, 2012 (the "Agreement") by and between Eau Claire County Sheriff's Office ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider").

WHEREAS, the parties desire and agree to amend the Agreement to provide for an extension of the Term of the Agreement by thirty-six (36) months;

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

1. Term. This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, Section 4 of the Agreement is hereby amended to reflect that the Term shall be extended by thirty-six (36) months with a modified end date of February 27, 2018. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply to each Schedule for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.

2. Signing Bonus. On the first day of the month following this First Amendment Effective Date, we will pay you a one-time signing bonus of \$15,000.00. If the Agreement is terminated for any reason before the end of the Term, you will refund to us an amount equal to the signing bonus times a fraction, the numerator of which is the lesser of (i) the number of months between the date of termination and the end of the Term or (ii) thirty-six (36) months, and the denominator of which is thirty-six (36) months plus interest on the prorated amount in the amount of the lower of (a) fifteen percent (15%) per annum and (b) the maximum rate allowed by law. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you. All signing bonus payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you. Customer acknowledges and understands that the signing bonus is a one-time payment, not a recurring or annual payment.

3. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective as of February 11, 2014, the Agreement shall be modified to reflect that the interstate call rates shall not exceed the rate caps set forth in the FCC Order. Further, in accordance with the FCC Order, effective as of February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type received from the Agreement, and the discount percentage for prepaid calling cards shall be reduced by the applicable percentage attributable to interstate calling revenue from Customer's Facility.

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.

<p><u>CUSTOMER:</u> Eau Claire County Sheriff's Office</p> <p>By: <u>Frank Draxler</u> Name: <u>Frank Draxler</u> Title: <u>Director of Purchasing</u> Date: <u>1-22-2015</u></p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: _____ Name: Robert Pickens Title: President Date: _____</p>
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300