

**CONTRACT AMENDMENT 3 BETWEEN THE EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY AND SECURUS TECHNOLOGIES**

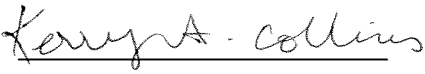

This Contract Amendment 3 Between the Executive Office of Public Safety and Security and Securus Technologies ("Third Amendment") is effective as of the last date signed by either party ("Third Amendment Effective Date") and amends and supplements that certain Contract for Secure Inmate Calling System and Related Services per the specifications and requirements of COMMBUYS Bid Number RFR-BD-18-1044-EPS17-EPS1-19423 by and between Securus Technologies, Inc. ("Vendor") and Massachusetts Executive Office of Public Safety on behalf of the Massachusetts Department of Correction ("Department") dated March 1, 2018 (the "Contract").

**WHEREAS** the Department and Vendor are parties to the Contract and desire to amend the terms as stated herein;

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

1. Term. This Third Amendment shall commence on the Third Amendment Effective Date and shall remain in effect through the Term of the Agreement.
2. Change in Calling Rates. The call rates specified in RFR Section 9.1.1. will be increased by \$0.02 per minute.
3. Except as expressly amended by this Third Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Third Amendment Effective Date.

<p><u>DEPARTMENT:</u> Massachusetts Executive Office of Public Safety &amp; Security</p> <p>By: <u></u></p> <p>Name: Kerry A. Collins</p> <p>Title: Undersecretary for Forensic Science &amp; Technology</p> <p>Date: <u>2-10-2020</u></p>	<p><u>VENDOR:</u> Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)</p> <p>By: <u></u></p> <p>Name: David A. Abel</p> <p>Title: President &amp; CEO</p> <p>Date: <u>02/18/2020</u></p>
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**Please return signed contract to:**

**4000 International Parkway  
Carrollton, Texas 75007  
Attention: Contracts Administrator  
Phone: (972) 277-0300**

**RECEIVED**  
**02-13-20**

**CONTRACT AMENDMENT 4 BETWEEN THE EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY AND SECURUS TECHNOLOGIES**

This Contract Amendment 4 Between the Executive Office of Public Safety and Security and Securus Technologies ("Fourth Amendment") is effective as of the last date signed by either party ("Fourth Amendment Effective Date") and amends and supplements that certain Contract for Secure Inmate Calling System and Related Services per the specifications and requirements of COMMBUYS Bid Number RFR-BD-18-1044-EPS17-EPS1-19423 by and between Securus Technologies, Inc. ("Vendor") and Massachusetts Executive Office of Public Safety on behalf of the Massachusetts Department of Correction ("Department") dated March 1, 2018 (the "Contract").

**WHEREAS** the Department and Vendor are parties to the Contract and desire to amend the terms as stated herein;

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

1. Term. This Fourth Amendment shall commence on the Fourth Amendment Effective Date and shall remain in effect through the Term of the Agreement.
2. Deployment of Video Visitation System at MASAC-Civil Commit Site. Vendor agrees to deploy at video visitation system at Department's MASAC-Civil Commit site in Plymouth Co., MA as follows:

**VIDEO VISITATION / CONNECTUS**

Securus Video Visitation ("SVV") is a web-based visitation system that allows individuals to schedule and participate in video visitation sessions with inmates. SVV runs on the ConnectUs Inmate Service Platform ("ConnectUs"). ConnectUs is a secure, comprehensive inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications ("ConnectUs Applications").

Vendor will deploy three video visitation terminals. In exchange, Department will pay Vendor a one-time payment of \$22,500 (\$7,500 per terminal), which will be invoiced to the Department. Invoices are due within 30 days from the invoice date and Vendor reserves the right to withhold any past-due invoices from commissions, if any, owed to Department under the Agreement.

In the event the Department desires to expand the deployment of video visitation, Vendor will deploy additional video visitation terminals as requested by the Department based on the terms contained in this Fourth Amendment and pricing as agreed by the parties.

Contractor will charge SVV session charges that are in compliance with state and federal regulatory requirements plus applicable taxes/fees/surcharges. If Department wishes to offer free SVV sessions, a session charge equal to the then-current session rate, plus applicable taxes/fees/surcharges, will apply and will be invoiced to Department or deducted from Commissions. It is Department's sole responsibility to (i) establish and communicate its policies regarding monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Department), and (ii) provide appropriate accommodations for non-recorded visits, as necessary. Contractor is not responsible and hereby disclaims any liability for any and all content of the third-party applications and any documents, videos, or forms published by Department or from outside sources. Department and Vendor acknowledge and agree that Department's visitation policy with respect to in-person visits is solely within Department's discretion.

All recorded Video Visitation sessions will have a standard retention of 60 days from the recording date. It is the responsibility of Department to remove any desired recordings from the housing location for permanent storage within 60 days of their recordings as they may be permanently deleted by Vendor after that time. Vendor is not responsible for the loss or quality of any such recordings or the deletion of such recordings after 60 days. Further, it is Department's sole responsibility to (i) establish and communicate its policies regarding the monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Department), and (ii) provide for appropriate accommodations to allow for non-recorded visits, as necessary.

Ownership and Use. The SVV System and ConnectUs will at all times remain Vendor's sole and exclusive property. Vendor (or Vendor's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Vendor's applications, the SVV



System, and Vendor's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Vendor and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

Legality / Limited License Agreement: For services related to applications which may allow Department to monitor and record inmate visitation sessions, by providing the application, Vendor makes no representation or warranty as to the legality of recording or monitoring such sessions. Department may utilize settings to disable the monitoring and recording function to prevent monitoring and recording of private sessions (i.e., attorney client privileged communications, clergy visits, etc.) which will be Department's sole responsibility to identify, approve and disable. Further, Department retains custody and ownership of all recordings; however Department grants Vendor a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

3. Department Options for Alternative Compensation Structures. Notwithstanding anything to the contrary in the Agreement, at Department's option, Department may request that compensation and rates under the Agreement be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Department, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Department agrees to no longer receive any commission or other type of financial compensation under the Agreement. For such compensation structures, Vendor can also accommodate a Department request to transition from inmate and friend and family funding of inmate telephone services to a model where those services are taxpayer-funded / paid for by Department.

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

EXECUTED as of the Fourth Amendment Effective Date.

<u>DEPARTMENT:</u> Massachusetts Executive Office of Public Safety & Security  By: <u>Kerry A. Collins</u> Name: Kerry A. Collins Title: Undersecretary for Forensic Science & Technology Date: <u>2-10-2020</u>	<u>VENDOR:</u> Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)  By: <u>David A. Abel</u> Name: David A. Abel Title: President & CEO Date: <u>02/18/2020</u>
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