

**SEVENTH AMENDMENT  
TO  
MASTER SERVICES AGREEMENT**

This **SEVENTH AMENDMENT** ("Seventh Amendment") is effective as of the last date signed by either party ("Seventh Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, LLC ("we," "us," or "Provider") and Washtenaw County, Michigan ("you" or "Customer") dated May 23, 2012, as subsequently amended (collectively, 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 Seventh Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This Seventh Amendment shall commence on the Seventh Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be extended, with a modified end date of August 24, 2025. 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. Commission Percentage Change. As of the first day of the month following the Seventh Amendment Effective Date, the COMPENSATION section on page 5 of the Agreement is deleted in its entirety and replaced with the following:

Collect and Inmate Debit Calls. We will pay you commission (the "Commission") based on the Gross Revenues that we earn through the completion of collect and (if applicable) inmate Debit calls, placed from the Facilities as specified in the chart below. "Gross Revenues" means all gross billed revenues relating to completed collect and inmate Debit calls from your Facility(s), less service costs. Regulatory charges; taxes and fees; federal, state, and/or local charges; transaction, funding, or cost-recovery fees; credits; charges billed by third parties; and promotional programs are excluded from revenue to the Provider. For inmate Debit calls, Provider reserves the right to deduct call credits from Gross Revenue. We will remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments will be final and binding upon you unless we receive written objection within 60 days after the Payment Date. Your payment address is as set forth in the chart below. You will notify us in writing at least 60 days before a Payment Date of any change in your payment address.

Customer acknowledges and agrees that we are paying the Commission for the exclusive right to provide inmate telephone services to inmates in Customer's Facility(s), and that any taxes assessed on Commission payments are the sole responsibility of Customer.

In addition, Provider will invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt.

Facility Name and Address	Type of Call Management Service	Commission Percentage	Commission Payment Address
Washtenaw County Sheriff's Office 2201 Hogback Road Ann Arbor, MI 48105	SCP	35%*	P.O. Box 8645 Ann Arbor, MI 48107

**\*Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes. The Commission will be paid on both interstate and intrastate calls.**

3. Technology Grant. On or about the first day of the month after installation of all Applications described herein, we will pay you a one-time technology grant of \$110,000. If the Agreement is terminated by Provider for cause before the end of

the Term, Customer will refund a prorated portion of the technology grant within 30 days of termination (based on the total of the technology grant times a fraction, the numerator of which is the number of months remaining the term extension provided by this Seventh Amendment and the denominator of which is the total amount of months in the term extension provided by this Seventh Amendment, or, at Provider's election, Provider may deduct the refund from any amounts otherwise owed to Customer. If the Agreement is terminated by Customer for cause by the end of the Term, Customer will not be obligated to refund the Technology Grant.

4. Removal of Prepaid Calling Cards. Provider will no longer offer prepaid calling cards for use at Customer's facility.
5. Employee Wellness and Recognition Endowment. Within 30 days from the Seventh Amendment Effective Date, and then annually thereafter during the Term extension provided by the Seventh Amendment, Provider will pay Customer a payment of \$25,000, to be used by Customer solely as an employee wellness and recognition program grant for employees of the Washtenaw County Sheriff's Department.
6. Additional Applications. As of the Seventh Amendment Effective Date, the following Applications are added to the Agreement:

**SECURUS VIDEO CONNECT / CONNECTUS**

Securus Video Connect ("SVC") is a web-based visitation system that allows individuals to schedule and participate in video sessions with inmates. SVC runs on the ConnectUs Inmate Service Platform ("ConnectUs"), an inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single interface with a customized mix of applications ("ConnectUs Applications"). The configuration of SVC and ConnectUs ordered by Customer, its retail cost, and the length of time SVC sessions are stored is specified in the Securus Inmate Services Platform - Price List below:

**Securus Inmate Services Platform - Price List**

Type	Description	Qty	Unit Price	Term	Total
Hardware	Video Visitation Terminals - Single Handset (Inmate)	One Time	\$ 4,000	23	\$ 92,000
	Video Visitation Terminals - Single Handset (Visitor)	One Time	\$ 4,000	0	\$ -
	Video Visitation Terminals - Dual Handset (Visitor)	One Time	\$ 4,250	5	\$ 21,250
	Mobile Cart, Including UPS Battery Backup	One Time	\$ 1,440	0	\$ -
	Networking Wiring	One Time	\$ 500	28	\$ 14,000
Installation and Implementation (Software Application is one time per App, per contract)	Electrical Wiring*	One Time	\$ 1,500	0	\$ -
	Hardware Installation	One Time	\$ 500	28	\$ 14,000
	JMS and 3rd Party Vendor Integration**	One Time	\$ -	0	\$ -
	Software Application Setup:	One Time	\$ -	0	\$ -
	- Securus Video Visitation Application	One Time	\$ -	1	\$ -
	- Phone Call Application	One Time	\$ -	0	\$ -
	- Inmate Forms Application (Grievance)	One Time	\$ -	0	\$ -
	- Inmate Handbook Application (PDF)	One Time	\$ -	0	\$ -
	- Third Party Vendor Commissary Application	One Time	\$ -	0	\$ -
	- Website Education Application (URL)	One Time	\$ -	0	\$ -
	- Inmate Videos Application (MP4)	One Time	\$ -	0	\$ -
	- Self-Op Commissary Ordering Application	One Time	\$ -	0	\$ -
	- Emergency Visitation Application	One Time	\$ -	0	\$ -
	- Inmate Sick Form	One Time	\$ -	0	\$ -
	Job Search Application	Recurring	\$ -	0	\$ -
	Law Library Application	Recurring	\$ -	0	\$ -
	Annual Subscription and Hosting Fee (per App, per Terminal, per year)	Securus Video Visitation Application	Recurring	\$ -	28
Phone Call Application		Recurring	\$ -	0	\$ -
Inmate Forms Application (Grievance)		Recurring	\$ -	0	\$ -
Inmate Handbook Application (PDF)		Recurring	\$ -	0	\$ -
Third Party Vendor Commissary Application		Recurring	\$ -	0	\$ -
Website Education Application (URL)		Recurring	\$ -	0	\$ -
Inmate Videos Application (MP4)		Recurring	\$ -	0	\$ -
Self-Op Commissary Ordering Application		Recurring	\$ -	0	\$ -
Emergency Visitation Application		Recurring	\$ -	0	\$ -
Inmate Sick Form		Recurring	\$ -	0	\$ -
Job Search Application		Recurring	\$ -	0	\$ -
Law Library Application		Recurring	\$ -	0	\$ -
Misc.		Annual Terminal Extended Hardware Maintenance	Recurring	\$ 600	28
	Recurring Telecom	Recurring	\$ 4,320	1	\$ 4,320
	Recording Retention (90 days)	One Time	\$ 300	23	\$ 6,900
	Training (per day)	One Time	\$ 2,000	2	\$ 4,000
				Term:	5
				One-Time Cost	162,160
				Annual License & Maintenance Cost (per year)	18,320
				<b>Total Cost:</b>	<b>\$ 243,750</b>

\* Customer responsible for electrical wiring

\*\* Customer responsible for JMS/Commissary Integration Fees, if applicable

SVC and ConnectUs System Costs. Customer agrees to contribute toward payment of the hardware, wiring, and installation costs noted above by paying Provider \$125,000, plus applicable taxes, which will be invoiced to Customer and will be due and payable within 30 days of receipt. If Provider receives certification of tax exempt status from Customer, Provider will not charge applicable sales taxes. Provider will cover the remaining amount of the Total Cost. In the event this Agreement is terminated for any reason before the end of the Term, Customer will refund the amount of the Total Cost set forth above that has not been recovered by Provider through both Customer's payment and the revenue generated by SVC.

If selected above, Provider will deploy a Third Party Vendor Commissary Application, once an agreement has been executed by and between Provider and Customer's commissary operator for such application. Customer is responsible for all costs associated with wiring and electrical installation as Customer will own any installed wire or network cabling upon termination of the Agreement. Provider will not charge an integration fee, but Customer is responsible for any Jail Management System (JMS) and Commissary integration fees if charged by those providers.

Customer also agrees to implement the following additional requirements:

1. Customer agrees that SVC must be available for paid remote sessions at least five days per week, and Customer will attempt to expand the amount of currently available hours for remote visitation.
2. Customer reserves the right to manage the quantity of visits per inmate, provided that each inmate is generally given the opportunity to participate in at least one visit per week.
3. All on-site sessions will be required to be scheduled at least 24 hours in advance, where practicable.

If the number of remote paid visits averages less than one per inmate per month, Provider and Customer agree to negotiate in good faith regarding additional compensation for Provider.

Provider will charge SVC session charges that are in compliance with state and federal regulatory requirements plus applicable taxes/fees/surcharges. If Customer wishes to offer free SVC sessions, a session charge equal to the then-current session rate, plus applicable taxes/fees/surcharges, will apply and will be invoiced to Customer or deducted from Commissions. It is Customer'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 Customer), and (ii) provide appropriate accommodations for non-recorded visits, as necessary. Provider 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 Customer or from outside sources. Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

Ownership and Use. The SVC system terminals and wiring will be owned by Customer, provided that ConnectUs will at all times remain Provider's sole and exclusive property. Provider (or Provider'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 Provider's applications, the SVC system, and Provider's other products and services (collectively, the "Materials"). The Materials constitute proprietary information and trade secrets of Provider 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 Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Customer 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 Customer's sole responsibility to identify, approve and disable. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider 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.

**ADVANCECONNECT SINGLE CALL™**

AdvanceConnect Single Call allows friends and family to pre-pay for a call from an inmate and, if deployed, hereby replaces Provider's Instant Pay Program. Using AdvanceConnect Single Call, consumers can fund the minimum required to complete the applicable call. Based on the actual duration of the call, AdvanceConnect Single Call transactions are rated at the per-minute rate (plus any applicable federal, state, and local taxes and transaction fees). AdvanceConnect Single Call calls are commissioned in the same manner as collect calls.

**INVESTIGATOR PRO™**

**DESCRIPTION:**

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice model enrollment process. This inmate voice model enrollment process will be the responsibility of Customer. Customer's use of Investigator Pro™ is governed by the JLG Technologies, LLC End User Software License Agreement located at <https://securustechnologies.tech/pro-terms-and-conditions/>, which is incorporated herein by reference.

**COMPENSATION:**

The cost of Investigator Pro™ was considered and included in offering the Commission percentage and other terms contained herein.

**TABLETS**

**DESCRIPTION:**

Provider will deploy free basic community tablets to Facility. In addition to the free basic community tablets, Provider will offer personal rental tablets with premium content. Customer may purchase tablet earbuds at \$5.66 per set, which may be invoiced or deducted from commissions. Customer is responsible for any applicable taxes and third-party expenses associated with the earbud purchase. Each earbud order must be for at least 25 units and be made in 25 unit increments. Provider may, at its option, decline to fulfill any order that does not conform to these requirements. Customer will not allow the resale of the earbuds for more than \$5.66 per set unless approved by Provider. The tablets will not contain speakers.

Premium content may include, but is not limited to, songs, games, movies, and television episodes. Customer understands and acknowledges that premium content is subject to availability and may change at Provider's discretion. Premium content also may be subject to third-party licensing agreements with content providers. If Customer provides content for Provider to display on the tablets, Customer represents and warrants that it has obtained all necessary licensing and rights to display such content. Provider is not responsible and hereby disclaims any liability for any and all content of third-party applications and any documents, videos, or forms published by Customer or from outside sources.

Provider will deploy LexisNexis Prison Solutions. Customer's use of the Law Library Application, LN Prison Solutions, is also governed and conditioned upon execution of the LN End User Prison Terms. The availability of the Law Library Application may be administered via the officer tablets. The obligations set forth therein are in addition to and not in lieu of the terms and conditions in this Agreement. In the event of a conflict in this Agreement and the terms of the LN End User Prison Terms, the LN End User Prison Terms will prevail.

Provider offers the following applications on tablets, however, this list is subject to change and Provider may also add new applications and content as they are developed.

Phone	eMessaging	eCards
VideoGrams	Media Store	Music
Newsstand	My Account	Lantern
Ashland University	OfficeSulte	KA Lite
Gallery	Podcasts	Viewer
Forms	Services	Job Search
Law Library	FM Radio	Tyro

Calculator	Clock	Subscriber
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For the 12-month period following the Effective Date, Provider will offer personal rental tablets at a promotional rate of \$5.00 per tablet per month plus applicable taxes and/or fees. Provider will pay Customer 10% commission on the revenue earned through the purchase of premium content on those tablets; such commission is net of licensing and network costs and excludes applicable taxes/fees/surcharges. The subscription fee and premium content fees can be paid by using either Inmate Debit or a Tablet user account. The parties reserve the right to renegotiate the \$5.00 promotional rental rate and/or commissions earned if, after the initial 12-month period, Provider's Tablet-related costs exceed the revenue generated.

**TERMS & CONDITIONS:**

Customer represents and warrants that it will not provide the SecureView Tablet Solution to inmates whom Customer knows or reasonably suspects pose a threat to other inmates or Facility personnel, or who may use an Inmate Tablet in a dangerous or unauthorized manner.

Customer understands and acknowledges that premium content is rented and available only for the duration of an inmate's incarceration at the Facility and will not be made available upon the inmate's release.

Customer further understands and acknowledges that, in instances where inmate telephone calls originate from Tablets, Investigator Pro™ works only with Provider's certified earbuds. If Customer elects to sell alternative earbuds, Customer forgoes the effectiveness of Investigator Pro's™ voice identification technology on Tablet calls. Moreover, Customer will refrain from the sale or distribution of earbuds with a microphone other than Provider's certified earbuds.

PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECUREVIEW TABLET SOLUTION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SECUREVIEW TABLET SOLUTION.

IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER OR INMATE FROM RECEIPT OR USE OF THE SECUREVIEW TABLET SOLUTION OR THE UNAVAILABILITY THEREOF.

To the extent permitted by Michigan law, Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's or inmates' use of the SecureView Tablet solution.

**EMESSAGING**

**DESCRIPTION:** Securus' eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and an inmate. Users purchase eMessaging "stamps," which are used to fund the transmission of an electronic message according to the following chart:

Type of Message (When Available)	Number of Stamps	Notes
Text Message	1 stamp per message	
Photo	1 stamp per photo	Limit of 5 photos per eMessage; 3 MB / photo limit
eCard	1 stamp per eCard	Limit of 5 eCards per eMessage
VideoGram	3 stamps per VideoGram	

Different types of attachments can also be combined in a single transmission.

The facility can access a web-based portal that enables message review, and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at [www.securustech.net](http://www.securustech.net) and must have a free Securus Online account to access. Approved messages and attachments are accessible by inmates through certain of Provider's technologies as agreed by Customer and Provider.

With Customer's agreement, Provider may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein.

**COMPENSATION:** Provider will provide eMessaging at no cost to Customer. Friends and family members can purchase a book of stamps in the following quantities:

<u>Number of Stamps in Book</u>	<u>Stamp Book Price (Plus transaction fees and all applicable taxes)</u>
5	\$2.50
10	\$5.00
20	\$10.00
50	\$25.00

Where available, using funds in an Inmate Debit account, inmates can purchase a book of stamps in the following quantities:

<u>Number of Stamps in Book</u>	<u>Stamp Book Price (Plus applicable taxes)</u>
1	\$0.50
2	\$1.00
5	\$2.50
10	\$5.00

Provider will pay Customer a commission of 20% on each redeemed stamp based on the Stamp Book Price (excluding any applicable taxes/fees/surcharges), which may differ from facility to facility. A stamp is considered "redeemed" when it is used to send messages. Provider will remit the payment for a calendar month to Customer on or before the 30<sup>th</sup> day after end of the calendar month in which the eMessaging stamps were redeemed (the "Payment Date"). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.


**E-MESSAGING TERMS OF USE** – Customer's use of eMessaging is governed by the terms and conditions at <https://www.securustechnologies.com/emessaging-terms-and-conditions>, which are incorporated herein by reference. Customer understands and acknowledges that the deployment of eMessaging is required for tablet deployment based on the pricing offered in this Seventh Amendment.

7. **Customer Options for Alternative Compensation Structures.** Notwithstanding anything to the contrary in the Agreement, at Customer's option, Customer 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 Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the Agreement. For such compensation structures, Provider can also accommodate a Customer 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 Customer.

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

EXECUTED as of the Seventh Amendment Effective Date.

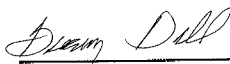
<b>CUSTOMER:</b>	<b>PROVIDER:</b>
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Washtenaw County, Michigan	Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)
By: 	By: <u>RR</u>
Name: <u>Jerryl L. Clayton</u>	Name: <u>Russell Roberts</u>
Title: <u>Sheriff</u>	Title: <u>Chief Growth Officer</u>
Date: <u>8/17/2020</u>	Date: <u>08/24/2020</u>


**Please return signed contract to:**

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

WASHTENAW COUNTY

 08/26/2020  
 Gregory Dill  
 County Administrator

ATTESTED TO:

 08/27/2020  
 Lawrence Kestenbaum  
 County Clerk/Register