

**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, LLC ("we," "us," or "Provider") and St. Joseph County Sheriff's Department ("you" or "Customer") dated January 1, 2016 (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. **Term.** This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be extended by an additional 60 months, with a modified end date that is 60 months from the First Amendment Effective Date. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, the Agreement will automatically renew for successive periods of 12 months each. 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. **Additional Applications.** As of the First Amendment Effective Date, the following Applications are added to the Agreement:

**TABLETS**

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. Alternatively, if requested by Customer, Provider will work with Customer's commissary provider to facilitate the sale of earbuds. Customer will not permit the resale of the earbuds for more than \$19.99 per set unless approved by Provider.

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.

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/fees/surcharges. 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, excludes applicable taxes/fees/surcharges, and is not paid on the tablet rental rate. The subscription fee and premium content fees can be paid by using either Securus 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.

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In the event Provider subsequently develops and generally releases to the market the ability to conduct Securus Video Connect sessions on the deployed tablets during the Term of this Agreement, Provider will deploy that capability at Customer's Facility during the Term of this Agreement.

**TERMS & CONDITIONS:**

Customer represents and warrants that it will not provide tablets to individuals whom Customer knows or reasonably suspects pose a threat to others or who may use an a tablet in a dangerous or unauthorized manner.

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

Customer further understands and acknowledges that, in instances where 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 TABLETS.

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

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 end users' use of the Tablet solution.

**EMESSAGING**

**DESCRIPTION:**

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

<u>Type of Message (When Available)</u>	<u>Number of Stamps</u>	<u>Notes</u>
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 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. Customer understands and acknowledges that eMessaging is a requirement for Tablet deployment.

**COMPENSATION:**

Provider will provide eMessaging at no cost to Customer. Friends and family members can purchase a book of stamps specific to a facility 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 a Securus Debit account, incarcerated end users 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 10% 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.

**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"). Provider will deploy its Law Library and Handbook ConnectUs Applications at no additional cost to Customer. Additional ConnectUs Applications may be deployed by mutual agreement of Provider and Customer.

Provider will deploy SVC on the deployed tablets and/or an agreed number of tablet docking stations once Provider develops and generally releases to the market the ability to conduct Securus Video Connect sessions on the tablets, and Customer understands and acknowledges that SVC will not be made available until that point.

If agreed, 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. 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.

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Upon deployment of SVC, Customer also agrees to implement the following additional requirements:

1. Customer will allow inmates to conduct remote visits without quantity limits other than for disciplinary action for individual inmate misbehavior.
2. Customer will allow Provider to enable the inmate-initiated video visitation session feature.

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 and 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 SVC 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 SVC sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

3. **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 end user funding of telephone services to a model where those services are taxpayer-funded / paid for by Customer.

4. **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.

5. **Addition to Miscellaneous Terms.** If any legal action or other proceeding is brought for the enforcement of the Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable

attorneys' fees, court costs, and all expenses, even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. As used herein, "prevailing party" includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

6. Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address:

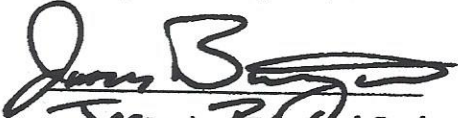

4000 International Parkway  
Carrollton, Texas 75007  
Attention: General Counsel  
Phone: (972) 277-0335

Payment Address:

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

7. 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:	PROVIDER:
St. Joseph County Sheriff's Department	Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)
By: 	By: 
Name: <u>JASON BARBARAN</u>	Name: <u>Russell Roberts</u>
Title: <u>Undersheriff</u>	Title: <u>Chief Growth Officer</u>
Date: <u>1-25-2021</u>	Date: <u>2/3/21</u>

Please return signed contract to:

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

**SECOND AMENDMENT  
TO  
MASTER SERVICES AGREEMENT**

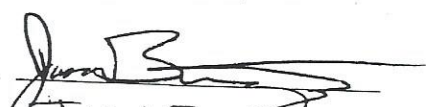
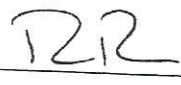
This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by either party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, LLC ("we," "us," or "Provider") and St. Joseph County Sheriff's Department ("you" or "Customer") dated January 1, 2016, 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 Second Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. 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. Removal of Contract Addendum. The parties' May 20, 2016 Contract Addendum is no longer applicable.
3. Except as expressly amended by this Second Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Second Amendment Effective Date.

<b>CUSTOMER:</b> St. Joseph County Sheriff's Department  By:  Name: <u>Jason Bingham</u> Title: <u>Undersheriff</u> Date: <u>2/23/22</u>	<b>PROVIDER:</b> Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)  By:  Name: <u>Russell Roberts</u> Title: <u>Chief Growth Officer</u> Date: <u>03/09/2022</u>
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**Please return signed contract to:**

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

**RECEIVED**

By Contract Administrator at 3:23 pm, Feb 28, 2022