

**THIRD AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **THIRD AMENDMENT** ("Third Amendment") is effective as of the last date signed by either party ("Third Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Carver County Jail ("you" or "Customer") dated October 5, 2011, as subsequently amended by that certain First Amendment dated October 25, 2011, and Second Amendment dated October 8, 2012 (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 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. Further, Section 4 of the Agreement is hereby amended to reflect that the Term shall be extended by 60 months with a modified end date of October 4, 2021. 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. Call Commission Percentage Change. As of the Third Amendment Effective Date, the Commission Percentage applicable to all calls shall be changed to 30%.
3. Prepaid Calling Card Discount Percentage Change. As of the Third Amendment Effective Date, the Discount Percentage applicable to Prepaid Calling Cards shall be changed to 37%.
4. Applications. In addition to the Applications currently provided to you under the Agreement, Provider shall deploy the following additional Applications.

SECUREVIEW TABLET SOLUTION

DESCRIPTION: The SecureView Tablet solution allows an inmate's friends and family members to rent a tablet for an inmate incarcerated in the Client's facility via a month-to-month service. Applications which are available on the inmate Tablet are outbound phone system, job search, Podcasts, religion, music, EBooks, inmate services and games, including over 25 different card games as well as Sudoku. Law Library is also available at an additional charge.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address
Carver County Jail 606 E 4th St Chaska, MN 55318

PAYMENT: Provider will offer the SecureView Tablet solution at the Facility identified above at no cost to you. In addition, we will provide you with 15 tablets with limited applications (*e.g.*, music, games, and law library) at no cost to you (the "Facility Tablets"). During the Term of the Agreement, we will replace broken Facility Tablets in exchange for a \$150 breakage fee. In the event that we provide upgraded Facility Tablets, this breakage fee shall be subject to renegotiation.

TERMS & CONDITIONS. Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the SecureView Tablet solution, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the limits of any Provider insurance policy(s) actually providing coverage for such loss or injury. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. 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 SHALL PROVIDER OR CUSTOMER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL

DAMAGES, HOWEVER ARISING, INCURRED BY EITHER PARTY FROM PROVISION, RECEIPT, OR USE OF THE CUSTOMER OR INMATE FROM RECEIPT OR USE OF THE SECUREVIEW TABLET SOLUTION OR THE UNAVAILABILITY THEREOF.

ICER™

DESCRIPTION: The ICER™ system provides authorized users the means to detect intra- and inter-Facility inmate-to-inmate communications from multiple sources to generate targeted investigative leads.

AUTOMATED INFORMATION SERVICES

DESCRIPTION: Provider will provide the Automated Information Services (AIS™) as described herein. The AIS™ application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform, as well as allow inmates' friends and families the ability to open or fund a pre-paid telephone account, an inmate phone account, an inmate trust account or leave a voicemail. The application is accessed through a telephone IVR system. Once Facility staff has uploaded all required information, the system is able to automate information such as Commissary Balances (pending MIS system data flow); Charge Information; Court Appearance Dates, Times, Locations; Bond Amounts, Types; Projected Release Dates; and Visitation Eligibility, Times.

Automated Information Services is configurable to meet the specific needs of Customer's Facility. The standard option includes automation of inmate and Facility information to constituents who call Customer's existing main telephone number and to inmates at Customer's Facility. The following are options and requirements available for AIS.

- ✓ Automation of inmate and Facility information to constituents (standard)
- ✓ Automation of inmate and Facility information to inmates (Securus ITS Customers only)
- ✓ Ability to open or fund a Securus pre-paid telephone account (Required)
- ✓ Ability to fund an inmate phone account (Required)
- ✓ Ability to fund an inmate trust account (Required)
- ✓ Ability to leave a voice mail (Required)
- ✓ Ability to provide for inmate information and trust funding via InmateInfo.com

The application provides all information automatically without staff intervention 24/7.

The AIS™ Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an inmate providing a quick way for friends and family to initiate communication or deliver timely information to an inmate prior to a scheduled phone call or visitation. Friends and family will pay up to a \$1.99 usage fee for each voicemail they leave, 20% of which Provider will pay to Customer each month. AIS™ Jail Voicemail is not subject to any other compensation.

COMPENSATION: Provider agrees to provide AIS™ to Customer at no charge, provided that Customer agrees to implement all of the Required Services described above (Family & Friend Automation; Inmate Automation; AdvanceConnect phone funding; Inmate Debit (where available); Commissary Trust Funding; and Jail Voicemail) and to allow Provider to expand the AIS™ services offering at any time during the Term of the Agreement upon thirty (30) days advance written notice to include additional constituent notification services provided through the AIS™ application. If Required features are not implemented or maintained during the Term of the Agreement, Customer agrees to pay Provider \$2.00 per ADP per month for AIS™.

Provider will not charge integration fees but if a vendor charges an integration fee Customer will be responsible for its payment.

5. **Beta Testing.** During the Term of the Agreement, Provider agrees to use Customer's Facility for the purposes of beta testing new or improved versions of the Applications provided to Customer under the Agreement, subject to the execution of a mutually agreeable amendment to the Agreement. Customer acknowledges and agrees that Customer's Facility may not be suitable for beta testing some or all of new or improved versions of the Applications, and that the decision to use Customer's Facility for beta testing will be made by Provider in Provider's sole discretion.

6. **FCC Rate Order.** 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 no commission shall be paid on revenues earned through the completion of interstate calls of any type, and the discount percentage for prepaid calling cards shall be reduced by the applicable percentage attributable to interstate calling revenue from Customer's Facility.

7. **Billing Adjustment.** Where permitted by law, when calculating commissions owed, \$0.2710 per call will be deducted from the "per minute" call charge for all calls (excluding interstate). Further, if permitted by state and federal regulatory requirements, the per-minute call charge will be increased by \$0.2710 for all calls (excluding interstate).

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.

All capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the Third Amendment Effective Date by their duly authorized representatives.

CUSTOMER: Carver County Jail By: _____ Name: _____ Title: _____ Date: _____	PROVIDER: Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: President Date: _____
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Please return signed contract to:

**14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254**

Attention: Contracts Administrator

Phone: (972) 277-0300