



CONTRACT ADDENDUM (2021 FCC ORDER)

This Contract Addendum (hereinafter "Addendum") is by and between the party identified below as Customer ("Customer") and Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) ("Provider") and is subject to and governed by the current agreement for telephone services ("Agreement") between Customer and Provider. Its terms are effective on or about October 26, 2021, and this Addendum will be coterminous with the Agreement.

BACKGROUND:

On May 24, 2021, the Federal Communications Commission ("FCC") released its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking (the "Order"). In summary, this Order (a) implements new interim interstate and international rate caps; (b) significantly changes the previous industry practice with respect to the rate caps applied to both interstate and intrastate calls; (c) modifies rules relating to ancillary and third party transaction fees; (d) modifies applicable regulation with respect to consumer reporting and cost recovery of site commissions; and (e) provides notice of further proposed rulemaking which will likely have further significant impact on the industry. Unlike prior FCC action in this area, the Order was unanimous and bipartisan.

APPLICATION OF FCC INTERIM RATE CAPS FOR INTERSTATE AND INTRASTATE CALLS:

The Order mandates new interim calling rate caps for all interstate calls. See Order, Paragraphs 42-48, 47 CFR § 64.6030(a)-(c). The Order also mandates a new approach with respect to intrastate and local calls. "[T]o the extent that a provider cannot determine that the physical endpoints of a call are within the same state, that provider must comply with our new interim interstate rate caps for that call." Order, Paragraph 41 (emphasis added). Other than landline calls (which are a small percentage of overall calling traffic), Provider cannot currently make an accurate determination with respect to the physical endpoint of the called party, and, therefore, is required to apply the new calling rate caps to most intrastate and local calling traffic as well as all interstate calling traffic. To achieve rate uniformity between landline and non-landline calls, Provider intends to rate landline calls in the same manner as non-landline calls.

Accordingly, on or about October 26, 2021, if Customer has calling rates that exceed \$0.21 per minute (the rate cap specified in the Order for Jails with an ADP < 1,000), those rates will be reduced to \$0.21 per minute.

APPLICATION OF FCC INTERIM RATE CAPS FOR INTERSTATE AND INTRASTATE CALLS:

The Order mandates a new interim rate cap for all international calls which is calculated using the interstate rate cap described above plus the average per-minute amount paid by the provider to its underlying wholesale international carriers to terminate international calls to the same "international destination" over the preceding calendar quarter (the "International Rate Cap"). See Order, Paragraphs 178-184; 47 CFR § 64.6030(e).

Accordingly, on or about October 26, 2021, Provider will charge international calling rates equal to or less than the International Rate Cap.

AVERAGE DAILY POPULATION:

RECEIVED
10-20-21

The Order applies different rate caps to facilities based on their average daily population (ADP). We understand that your current ADP is < 1,000, and the adjustments described herein are based on that assumption. To facilitate compliance with the Order, Customer agrees to update Provider in the event its ADP becomes greater than or equal to 1,000.

ADJUSTMENT TO FACILITY COMPENSATION :

Effective on or about November 1, 2021, Provider will adjust the compensation payable to Customer based on the option selected by Customer in the following table (Customer to check applicable option):

For all currently commissionable call traffic under the Agreement, the commission percentage (for prepaid, collect, and debit calling) and, if applicable, the prepaid calling card discount, are hereby reduced to 50%.

For international call traffic only, the per-minute amount paid by the provider as a passthrough to its underlying wholesale international carriers to terminate international calls will not be commissionable.

ADJUSTMENT TO TERM:

The term of the Agreement is hereby extended by 12 months. In the event the Agreement has auto renewals or renewal options, those options will continue to be in effect.

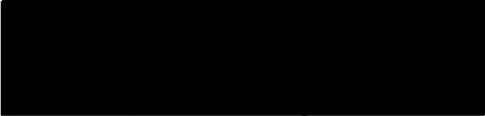
ADJUSTMENT TO FACILITY COMPENSATION (MINIMUM GUARANTEES):

Given the significant uncertainty surrounding the economic impact of the Order, the parties hereby agree that the application any minimum annual or minimum monthly guarantees will be suspended effective November 1, 2021 for a period of 12 months. Effective on or about November 1, 2022, any applicable guarantees will be reinstated at a value based on 80% of the previous 12 months' actual compensation earned.

SIGNATURES

The person signing this Addendum represents that he or she has the unrestricted right and requisite authority to enter into and execute this Addendum, to bind Customer named below, and to authorize the changes described herein. Except as expressly amended by this Addendum, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

Even if Provider does not receive a signed Addendum, please be advised that Provider must make all changes necessary to comply with applicable law and regulation and will do so on October 26, 2021.

Customer: Fremont County Sheriff's Office
Signature: 
Printed Name: _____
Title: Sheriff
Date: 10/06/2021

The following Application is hereby added to the Agreement:

SECURUS DIGITAL MAIL CENTER

Digital Mail Center service and software allows authorized Provider staff or authorized Customer staff to scan certain physical mail and electronically deliver it to incarcerated recipients. Through Digital Mail Center, authorized staff can (1) view, approve, reject, and manage scanned mail; (2) set alerts when specific recipients receive mail; and (3) review audit logs of activity associated with the Digital Mail Center for increased administrative oversight.

Provider Screened, Processed, and Delivered – Provider will conduct the initial processing of physical mail and its conversion into electronic form, typically within 48 hours of receipt. After processing and, if desired, Customer approval, Provider will distribute the electronic version of the mail as agreed by Customer and Provider. Customer will not forward mail to Provider that is not reasonably susceptible to scanning (such as boxes, books, or other such materials which do not consist of printed correspondence on a two-dimensional page) and will inform recipients and friends and family about this restriction. Provider has no obligation to scan such mail. If Provider receives such mail, it will be returned to Customer at Customer’s cost or returned to its sender. If Provider receives mail addressed to a recipient no longer at Customer’s facility, such mail will be returned to its sender.

Digital Mail Center will be configured with the following options, which are subject to change upon the parties’ agreement.

<p><u>Pre-Approval Prior to Delivery</u></p> <p><input checked="" type="checkbox"/> Auto Approve – Provider will deliver all scanned mail. Written contraband will be treated in accordance with the "Discovery of Written Contraband / Images" section of this table.</p>	<p><u>Physical Mail Handling</u></p> <p><input checked="" type="checkbox"/> Destroy after 30 days</p> <p><input type="checkbox"/> Return to Customer after 30 days (at Customer’s cost)</p>
<p><input type="checkbox"/> Customer Approve – Customer will review and approve all scanned mail prior to delivery</p>	
<p><u>Discovery of Physical Contraband</u></p> <p><input checked="" type="checkbox"/> Release to local law enforcement (based on location of Provider’s processing facility) and report to Customer for further direction</p> <p><input type="checkbox"/> Destroy</p> <p>Provider will use reasonable efforts to identify such contraband based on Customer’s instructions and Provider’s experience, but Provider does not represent or warrant that it will correctly identify such contraband.</p>	<p><u>Discovery of Written Contraband / Images</u></p> <p><input checked="" type="checkbox"/> Do not scan, and report to Customer for further direction</p> <p><input type="checkbox"/> Scan and require additional Customer review</p> <p>Provider will use reasonable efforts to identify such contraband based on Customer’s instructions and Provider’s experience, but Provider does not represent or warrant that it will correctly identify such contraband.</p>

Customer will not process any mail through Digital Mail Center that originates from an attorney’s office or is otherwise legally private or privileged. If Provider receives mail originating from an attorney’s office or other private/privileged establishments, Provider will send it to the correctional agency at Customer’s cost for physical delivery to ensure privilege is maintained or return it to its sender.

If Customer elects to withhold mail from delivery to a recipient or directs Provider to destroy mail per this Schedule, the Customer is solely responsible for notifying the recipient and the sender of such actions as may

be legally required.

All electronic information associated with the mail, including sender name, time, date, and address will be stored for the Term of the Agreement. Scanned images will be stored for a period of two years after they are scanned. It is the responsibility of Customer to remove any desired images from the housing location for permanent storage within two years after their scan as they may be permanently deleted by Provider after that time. At Customer's discretion, Digital Mail Center can be configured to allow recipients to download scanned images of mail addressed to them upon release from the Facility, provided such scanned images have not been previously deleted pursuant to this section.

- A. Conditional Use of Digital Mail Center. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of Digital Mail Center. Moreover, if Provider determines in its sole discretion that Digital Mail Center and/or Customer's use thereof (1) violates the terms and conditions set forth herein; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to Digital Mail Center and shall have no further liability or responsibility to Customer with respect thereto.
- B. Disclaimer of Warranties. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT DIGITAL MAIL CENTER AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH DIGITAL MAIL CENTER IS PROVIDED "AS IS." PROVIDER AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO DIGITAL MAIL CENTER. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF DIGITAL MAIL CENTER OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER AND ITS SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH DIGITAL MAIL CENTER OR THE UNAVAILABILITY THEREOF.
- C. Limitation of Liability. PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (OR TO ANY PERSON TO WHOM CUSTOMER MAY HAVE PROVIDED DATA FROM DIGITAL MAIL CENTER) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH DIGITAL MAIL CENTER OR CUSTOMER'S USE THEREOF. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON PROVIDER, 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 DIGITAL MAIL CENTER, 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, WILL NEVER EXCEED \$10,000. 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.