

part of 2<sup>nd</sup>



FIRST AMENDMENT  
TO  
MASTER SERVICES AGREEMENT

This FIRST AMENDMENT ("First Amendment") is effective as of the last date signed by a party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement dated November 14, 2013, by and between Muskegon County Sheriff's Department ("you" or "Customer") and Securus Technologies, Inc. ("Provider", "we", or "Securus") (the "Agreement").

WHEREAS, the parties desire and agree to amend the Agreement to implement Inmate Debit and AIS™ Jail Voicemail as more fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- Term. This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement.
- Applications. The following Application is hereby added to the Agreement:

**INMATE DEBIT**

**DESCRIPTION:**

A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Provider will also allow Inmate Friends and Family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by Friends and Family members into an Inmate's Debit account become property of the inmate. Provider establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). Provider requires inmate to key in his/her PIN at the beginning of every Debit call in order to complete the call and pay for the call using the inmate's Debit account. Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. Customer agrees to use Provider's SCP User Interface or utilize integration with Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project; (ii) any of Customer's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control.

**INVOICING AND COMPENSATION:**

Provider shall 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. Provider shall pay Customer the commission percentage that Provider earns through the completion of Debit calls placed from Customer's Facilities as specified in the chart below. Provider reserves the right to deduct call credits from usage. Provider shall remit the commission for a calendar month to Customer on or before the 30th day after the end of the calendar month in which the Debit calls were made (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Debit Commission Percentage
Muskegon County Jail 25 W. Walton Avenue Muskegon, MI 49442	63.5%

- Automated Information Services (AIS™). The following feature is added to the Automated Information Services application currently being provided to Customer under the Agreement:

**AIS™ Jail Voicemail**

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 \$3.95 usage fee for each voicemail they leave, 20% of which Customer will receive each month as a commission payment. AIS™ Jail Voicemail is not subject to any other compensation.

- 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 the interstate call rates shall not exceed the rate caps set forth in the FCC Order. Further, in accordance with the FCC Order, effective as of February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type received from the Agreement.

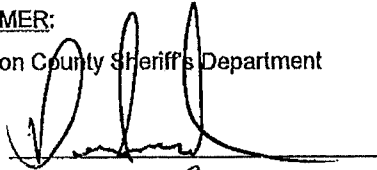

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discount percentage for prepaid calling cards shall be reduced by the applicable percentage attributable to interstate calling revenue from Customer's Facility.

5. 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.

<b>CUSTOMER:</b> Muskegon County Sheriff's Department  By:  Name: <u>DEAN ROESLER</u> Title: <u>SHERIFF - MUSKEGON, MI</u> Date: <u>7-30-14</u>	<b>PROVIDER:</b> Securus Technologies, Inc.  By:  Name: Robert Pickens Title: President Date: <u>8-11-14</u>
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**Please return signed contract to:**

14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300