

**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, Inc. ("we," "us," or "Provider") and County of Ottawa, West Olive, Michigan ("you" or "Customer") dated January 24, 2017 (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. 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 the Agreement.
2. **Termination of Video Visitation and ConnectUs Schedules.** As of the First Amendment Effective Date, the Securus Video Visitation and ConnectUs Inmate Service Platform Schedules are deleted in their entirety from the Agreement. In addition, the following language on page 14 of the Agreement is deleted as well:

VIDEO VISITATION

~~In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to this Agreement, Provider will deploy a Video Visitation System at the Facility(s) during the Term of the Agreement as more fully set forth in Video Visitation Schedule, attached hereto and incorporated herein by reference.~~

CONNECTUS INMATE SERVICE PLATFORM

~~Provider will install and provision the Provider's ConnectUs Inmate Service Platform, which shall be configured with the applications set forth in the Schedule for ConnectUs Inmate Service Platform, attached hereto and incorporated herein by reference.~~

3. **Replacement of Section 2.** As of the First Amendment Effective Date, Section 2 of the Agreement is deleted in its entirety and replaced with the following:

2. **Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our Inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the Inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you and your respective users use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future Inmate related communications, whether fixed, mobile or otherwise, including but not limited to voice and data (e.g., phone calls, messaging, prepaid calling cards, debit calling, and e-mail) and Inmate software applications (e.g., automated grievance filing system, law library, etc.) at all existing and future correctional facilities under the authority of Customer in lieu of any other third party providing such Inmate communications, including without limitation, Customer's employees, agents, or subcontractors.

For the purposes of clarification, the foregoing does not apply to video visitation services. However, in the event that Customer decides to obtain video visitation services from an entity other than Provider during the Term of this Agreement, Customer will ensure that Provider is compensated for its actual cost of installing the existing video visitation infrastructure (estimated at approximately \$12,000) prior to the deployment of the alternative entity's video visitation system.

4. **Data Indemnification.** Provider agrees to defend and hold Customer harmless from any third-party claims arising from breaches of third-party data maintained by Provider (including, without limitation, data related to inmates or their friends and family), to the extent such breaches are caused by Provider's negligent acts or intentional wrongdoing.

5. Reporting. We will provide you with monthly commission reports, which will detail the components of our compensation to you, including phone revenue and video visitation revenue (if applicable).

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.

SIGNATURE PAGE FOLLOWS

EXECUTED as of the First Amendment Effective Date.

CUSTOMER: County of Ottawa West Olive, Michigan 	PROVIDER: Securus Technologies, Inc.
By: _____	By: _____
Name: <u>STEVE KEMPKER</u>	Name: Robert Pickens
Title: <u>SHERIFF</u>	Title: President and Chief Executive Officer
Date: <u>08.31.2018</u>	Date: <u>9-14-18</u>

Please return signed contract to:

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