

**FOURTH AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **FOURTH AMENDMENT** ("Fourth Amendment") is effective as of the last date signed by either party ("Fourth Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, LLC ("we," "us," or "Provider") and Marathon County Sheriff's Department ("you" or "Customer") dated March 25, 2013, 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 Fourth Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term.** This Fourth Amendment shall commence on the Fourth 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 12 months, with a modified end date of October 15, 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. **Additional Applications.** As of the Fourth Amendment Effective Date, the following Applications are added to the Agreement:

VIDEO RELAY SERVICE

DESCRIPTION:

Securus' Video Relay Service application ("VRS") provides a fully integrated video relay service offering into the Secure Call Platform (SCP) allowing critical call controls to be maintained. This service allows deaf and hard-of-hearing inmates the ability to communicate with friends and family via a videoconferencing service.

COMPENSATION:

The cost of VRS was considered and included in offering the other terms contained herein.

VRS TERMS OF USE:

1. Customer understands and agrees that it is solely responsible for the following:
 - a. Determining which inmates are eligible to use VRS.
 - b. Providing inmates access to the VRS application.
 - c. Configuring SCP to allow eligible inmates access to the VRS application on ConnectUs-enabled terminals.
 - d. Designating which VRS numbers for which calls are not to be recorded, by marking those numbers as "private" within SCP.
2. Customer understands and acknowledges that Securus' third-party vendors shall have the right, in their sole discretion, to terminate VRS application sessions for policy violations or disruptive behavior, including, without limitation, verbal or other abuse of the VRS interpreter. Customer further agrees to work in good faith with Securus and/or our third-party vendors to address and resolve reports of inmate misbehavior related to the VRS application. In addition, Customer agrees that Securus shall have the right, in its sole discretion, to determine that certain inmates are ineligible to use the VRS application as the result of misbehavior.
3. Customer understands and acknowledges that the VRS application is provided "**AS IS**." Provider or its third-party VRS vendors will have no liability to Customer or any inmate for any loss or injury arising out of or in connection with the VRS application or Customer's or inmates' use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's or its third-party VRS vendor's aggregate

liability for any and all losses or injuries arising out of any act or omission of Provider or its third-party VRS vendors in connection with the VRS application, 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 \$10,000.00. Customer covenants and promises that it will not seek to recover from Provider or its third-party VRS vendors an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER AND ITS THIRD-PARTY VRS VENDORS DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE VRS APPLICATION. PROVIDER AND ITS THIRD-PARTY VRS VENDORS DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE VRS APPLICATION. IN NO EVENT WILL PROVIDER OR ITS THIRD-PARTY VRS VENDORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER OR INMATES FROM USE OF THE VRS APPLICATION OR THE UNAVAILABILITY THEREOF.

4. To the extent permitted by applicable law, Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider and its third-party VRS vendors 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 inmate's use of the VRS application, including, without limitation, such costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from a failure to designate a VRS number as "private."

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 inmate and friend and family funding of inmate telephone services to a model where those services are taxpayer-funded / paid for by Customer.

4. Except as expressly amended by this Fourth Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Fourth Amendment Effective Date.

CUSTOMER: Marathon County Sheriff's Department By: <u><i>Sandra La Du</i></u> Name: <u><i>Sandra La Du</i></u> Title: <u><i>Jail Administrator</i></u> Date: <u><i>10/19/2020</i></u>	PROVIDER: Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By: <u><i>TRR</i></u> Name: <u><i>Russell Roberts</i></u> Title: <u><i>Chief Growth Officer</i></u> Date: <u><i>11/3/20</i></u>
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Please return signed contract to:

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