

**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, LLC ("we," "us," or "Provider") and Monroe County Sheriff's Department ("you" or "Customer") dated December 17, 2015 (the "Agreement"), 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 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, the Term of the Agreement shall be extended, with a modified end date of that is 36 months from the Third Amendment Effective Date. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, the Agreement will automatically renew for up to two successive periods of 12 months each. 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. Technology Grant. On or about the first day of the month following the deployment of all products and services included in this Third Amendment, Provider will provide Customer with a \$10,000 fund to purchase technology services or equipment from third-party vendors. Any amount remaining in the fund at the expiration of the Term or earlier termination of this Agreement are forfeited and will no longer be available. Customer acknowledges that the technology grant is a one-time fund, not a recurring or annual payment.
3. Additional Applications. As of the Third Amendment Effective Date, the following Applications are added to the Agreement:

**ADVANCECONNECT SINGLE CALL™**

AdvanceConnect Single Call allows friends and family to pre-pay for a call from an inmate and, if deployed, hereby replaces Provider's Instant Pay Program. Using AdvanceConnect Single Call, consumers can fund the minimum required to complete the applicable call. Based on the actual duration of the call, AdvanceConnect Single Call transactions are rated at the per-minute rate (plus any applicable federal, state, and local taxes and transaction fees). AdvanceConnect Single Call calls are commissioned in the same manner as collect calls.

**INVESTIGATOR PRO™**

**DESCRIPTION:**

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice model enrollment process. This inmate voice model enrollment process will be the responsibility of Customer. Customer's use of Investigator Pro™ is governed by the JLG Technologies, LLC End User Software License Agreement located at <https://securustechnologies.tech/ipro-terms-and-conditions/>, which is incorporated herein by reference.

**COMPENSATION:**

The cost of Investigator Pro™ was considered and included in offering the Commission percentage and other terms contained herein.

**GUARDED EXCHANGE SERVICES**

**RECEIVED**  
1-13-21

Provider's subsidiary, Guarded Exchange, LLC, will deploy an offender communications monitoring system ("GEX System") designed to assist with identification of (1) suspicious or suggestive key words or phrases; (2) phrases that suggest threats to security of the Facility(s) and Facility personnel; and (3) criminal activity in and outside of the Facility(s).

The GEX System will analyze a selected subset of inmate communications originating from the Facility(s), including, as agreed, specific communications that match criteria provided by Customer (Targeted Requests). Guarded Exchange will provide reports to Customer that detail a breakdown of threat levels identified.

#### TERMS & CONDITIONS:

Customer agrees and acknowledges that it will use information received from the GEX System only for legitimate law enforcement, investigatory, and penological purposes.

Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to its access to and use of information obtained in connection with or through the GEX System. Customer acknowledges and understands that Customer is solely responsible for its compliance with such laws and that neither Provider nor Guarded Exchange™ make any representation or warranty as to the legality of the use of the GEX System or the information obtained in connection therewith. Neither Provider nor Guarded Exchange™ will have any obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the GEX System.

Customer acknowledges that the information available through the GEX System includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer will (1) restrict access to the GEX System to those law enforcement personnel who have a need to know as part of their official duties; (2) ensure that its employees (i) obtain and/or use information from the System only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (3) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (4) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the GEX System and any information derived therefrom (whether in electronic form or hard copy); (5) notify Provider and Guarded Exchange™ promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (6) unless required by law, purge all information obtained through the GEX System and stored electronically or on hard copy by Customer within 90 days of initial receipt or upon expiration of retention period required by law.

Customer understands and acknowledges that all information used and obtained in connection with the GEX System is "AS IS." If Provider or Guarded Exchange™ determine in either's sole discretion that the GEX System and/or Customer's use thereof (1) violates the terms and conditions set forth herein or (2) violates any law or regulation or (3) is reasonably likely to be so determined, either Provider or Guarded Exchange™ may, upon written notice, immediately terminate Customer's access to the GEX System and will have no further liability or responsibility to Customer with respect thereto. Customer further acknowledges and agrees that the GEX System is not infallible, and that neither Provider nor Guarded Exchange™ make any representations or warranties regarding the GEX System's ability to identify suspicious or suggestive key words or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the Facility(s).

Neither Provider nor Guarded Exchange™ will have any liability to Customer for any loss or injury arising out of or in connection with the GEX System or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider or Guarded Exchange™, Customer agrees that Provider and Guarded Exchange's™ aggregate liability for any and all losses or injuries arising out of any act or omission of Provider or Guarded Exchange™ in connection with the GEX System, 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 \$100.00. Customer covenants and promises that it will not seek to recover from Provider or Guarded Exchange™ an amount greater than such sum even if Customer was advised of the possibility of such damages. NEITHER PROVIDER NOR GUARDED EXCHANGE™ MAKE AND DO HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE GEX SYSTEM. NEITHER PROVIDER NOR GUARDED EXCHANGE™ GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE GEX SYSTEM.

IN NO EVENT WILL PROVIDER OR GUARDED EXCHANGE™ BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER OR INMATE FROM RECEIPT OR USE OF THE GEX SYSTEM OR THE INFORMATION DERIVED THEREFROM, OR THE UNAVAILABILITY THEREOF. CUSTOMER HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER AND GUARDED EXCHANGE™ 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 USE OF THE GEX SYSTEM OR THE INFORMATION DERIVED THEREFROM.

COMPENSATION:

The cost of the GEX System was considered and included in offering the Commission percentage and other terms contained herein.

TABLETS

Provider will deploy free basic community tablets to Facility. In addition to the free basic community tablets, Provider will offer personal rental tablets with premium content. Customer may purchase tablet earbuds at \$5.66 per set, which may be invoiced or deducted from commissions. Customer is responsible for any applicable taxes and third-party expenses associated with the earbud purchase. Each earbud order must be for at least 25 units and be made in 25 unit increments. Provider may, at its option, decline to fulfill any order that does not conform to these requirements. Alternatively, if requested by Customer, Provider will work with Customer's commissary provider to facilitate the sale of earbuds. Customer will not permit the resale of the earbuds for more than \$19.99 per set unless approved by Provider.

Premium content may include, but is not limited to, songs, games, movies, and television episodes. Customer understands and acknowledges that premium content is subject to availability and may change at Provider's discretion. Premium content also may be subject to third-party licensing agreements with content providers. If Customer provides content for Provider to display on the tablets, Customer represents and warrants that it has obtained all necessary licensing and rights to display such content. Provider is not responsible and hereby disclaims any liability for any and all content of third-party applications and any documents, videos, or forms published by Customer or from outside sources.

For the 12-month period following the Effective Date, Provider will offer personal rental tablets at a promotional rate of \$5.00 per tablet per month plus applicable taxes/fees/surcharges. Provider will pay Customer 10% commission on the revenue earned through the purchase of premium content on those tablets; such commission is net of licensing and network costs, excludes applicable taxes/fees/surcharges, and is not paid on the tablet rental rate. The subscription fee and premium content fees can be paid by using either Inmate Debit or a Tablet user account. The parties reserve the right to renegotiate the \$5.00 promotional rental rate and/or commissions earned if, after the initial 12-month period, Provider's Tablet-related costs exceed the revenue generated.

TERMS & CONDITIONS:

Customer represents and warrants that it will not provide the SecureView Tablet Solution to inmates whom Customer knows or reasonably suspects pose a threat to other inmates or Facility personnel, or who may use an Inmate Tablet in a dangerous or unauthorized manner.

Customer understands and acknowledges that premium content is rented and available only for the duration of an inmate's incarceration at the Facility and will not be made available upon the inmate's release.

Customer further understands and acknowledges that, in instances where inmate telephone calls originate from Tablets, Investigator Pro™ works only with Provider's certified earbuds. If Customer elects to sell alternative earbuds, Customer forgoes the effectiveness of Investigator Pro's™ voice identification technology on Tablet calls. Moreover, Customer will refrain from the sale or distribution of earbuds with a microphone other than Provider's certified earbuds.

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 WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER OR INMATE FROM RECEIPT OR USE OF THE SECUREVIEW TABLET SOLUTION OR THE UNAVAILABILITY THEREOF.

Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider 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 inmates' use of the SecureView Tablet solution.

## EMESSAGING

**DESCRIPTION:** Securus' eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and an inmate. Users purchase eMessaging "stamps," which are used to fund the transmission of an electronic message according to the following chart:

<u>Type of Message (When Available)</u>	<u>Number of Stamps</u>	<u>Notes</u>
Text Message	1 stamp per message	
Photo	1 stamp per photo	Limit of 5 photos per eMessage; 3 MB / photo limit
eCard	1 stamp per eCard	Limit of 5 eCards per eMessage
VideoGram	3 stamps per VideoGram	

Different types of attachments can also be combined in a single transmission.

The facility can access a web-based portal that enables message review, and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at [www.securustech.net](http://www.securustech.net) and must have a free Securus Online account to access. Approved messages and attachments are accessible by inmates through certain of Provider's technologies as agreed by Customer and Provider.

With Customer's agreement, Provider may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein. Customer understands and acknowledges that eMessaging is a requirement for Tablet deployment.

**COMPENSATION:** Provider will provide eMessaging at no cost to Customer. Friends and family members can purchase a book of stamps specific to a facility in the following quantities:

<u>Number of Stamps in Book</u>	<u>Stamp Book Price (Plus transaction fees and all applicable taxes)</u>
5	\$2.50
10	\$5.00
20	\$10.00
50	\$25.00

Where available, using funds in an Inmate Debit account, inmates can purchase a book of stamps in the following quantities:

<u>Number of Stamps in Book</u>	<u>Stamp Book Price (Plus applicable taxes)</u>
1	\$0.50
2	\$1.00
5	\$2.50
10	\$5.00

Provider will pay Customer a commission of 20% on each redeemed stamp based on the Stamp Book Price (excluding any applicable taxes/fees/surcharges), which may differ from facility to facility. A stamp is considered "redeemed" when it is used to send messages. Provider will remit the payment for a calendar month to Customer on or before the 30<sup>th</sup> day after end of the calendar month in which the eMessaging stamps were redeemed (the "Payment Date"). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

E-MESSAGING TERMS OF USE – Customer's use of eMessaging is governed by the terms and conditions at <https://www.securustechnologies.com/emessaging-terms-and-conditions>, which are incorporated herein by reference.

4. Addition to Miscellaneous Terms. If any legal action or other proceeding is brought for the enforcement of the Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneys' fees, court costs, and all expenses, even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. As used herein, "prevailing party" includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

5. 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.

EXECUTED as of the Third Amendment Effective Date.

<b>CUSTOMER:</b> Monroe County Sheriff's Department  By: <u></u> Name: <u>Wesley D. Revels</u> Title: <u>Sheriff</u> Date: <u>Jan 5, 2021</u>	<b>PROVIDER:</b> Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)  By: <u></u> Name: <u>Russell Roberts</u> Title: <u>Chief Growth Officer</u> Date: <u>1/25/21</u>
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**Please return signed contract to:**

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