



November 7, 2019

Joel Nagel
McLeod County Sheriff's Office
801 East 10th Street
Glencoe, MN 55336

Dear Mr. Nagel:

Thank you for your business!

Our goal is a long-term partnership with you and your county where SECURUS Sales and Service exceeds your expectation.

Enclosed, please find an executed copy of the Third Amendment to the Master Services Agreement between McLeod County Sheriff's Office and SECURUS Technologies.

If you need further assistance please contact your SECURUS representative.

Russell Roberts
Sr. Vice President – Sales & Marketing
Securus Technologies
(972) 277-0656

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, Inc. ("we," "us," or "Provider") and McLeod County Sheriff's Office ("you" or "Customer") dated October 22, 2008, 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 by an additional 12 months, with a modified end date of December 21, 2020. 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 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. Removal of Securus Video Visitation. The facility no longer utilizes video visitation. Accordingly, Section 4 and Exhibit C of the Second Amendment of the Agreement are no longer applicable.
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 a \$3.00 transaction fee). AdvanceConnect Single Call calls are commissioned in the same manner as collect and Inmate Debit calls.

4. Private Number Designation. We will continue to provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.
5. 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.

6. Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address:	Payment Address:
4000 International Parkway Carrollton, Texas 75007 Attention: General Counsel Phone: (972) 277-0335	4000 International Parkway Carrollton, Texas 75007 Attention: Accounts Payable Phone: (972) 277-0335

7. 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.

CUSTOMER: McLeod County Sheriff's Office By: <u>[Signature]</u> Name: <u>Joe Nagel</u> Title: <u>Booth Chief</u> Date: <u>10/01/2019</u>	PROVIDER: Securus Technologies, Inc. By: <u>[Signature]</u> Name: Robert E. Pickens Title: Chief Executive Officer Date: <u>11-4-19</u>
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Please return signed contract to:

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