

**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 Gratiot County Sheriff Department ("you" or "Customer") dated May 25, 2016 (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 and shall remain in effect through the Term of the Agreement. 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 First Amendment Effective Date, the following Applications are 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 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 will 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 will pay Customer a 50% commission on the revenue that Provider earns through the completion of Debit calls, **excluding revenue from interstate calls**, placed from Customer's Facility(s). Provider reserves the right to deduct call credits from usage. Provider will 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 will be final and binding upon Customer unless Provider receives written objection within 60 days after the Payment Date.

3. **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.
4. **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

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.

<p><u>CUSTOMER:</u> Gratiot County Sheriff Department By: <u>Brett Baublitz</u> Name: <u>Brett Baublitz</u> Title: <u>Jail Administrator</u> Date: <u>5-17-2017</u></p>	<p><u>PROVIDER:</u> Securus Technologies, Inc. By: <u>Robert Pickens</u> Name: Robert Pickens Title: President Date: <u>5-23-17</u></p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------

Please return signed contract to:

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