

**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, LLC ("we," "us," or "Provider") and Van Buren County, Michigan ("you" or "Customer") dated February 20, 2020 (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 Terminals.** Provider will deploy five additional Securus Video Connect / ConnectUs terminals at no additional cost to Customer.
3. 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.

| <u>CUSTOMER:</u> | <u>PROVIDER:</u> |
|--|--|
| Van Buren County, Michigan | Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) |
| By: <u>Van Buren County Sheriff's Office</u> | By: <u>RR</u> |
| Name: <u>Daniel E. Abbott</u> | Name: <u>Russell Roberts</u> |
| Title: <u>Sheriff</u> | Title: <u>Chief Growth Officer</u> |
| Date: <u>5-18-20</u> | Date: <u>05/29/2020</u> |

Please return signed contract to:

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

RECEIVED
MAY 18 2020

**Master Services Agreement
VAN BUREN COUNTY (MI)**

This Master Services Agreement (this "Agreement") is by and between Van Buren County, Michigan ("you" or "Customer") and Securus Technologies, LLC ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) between the parties and is effective as of the last date signed by either party (the "Effective Date").

WHEREAS, the parties agree that Provider will deploy certain products and services according to the terms and conditions herein and in the attached Schedule(s), which are incorporated by reference;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. **Applications.** This Agreement specifies the general terms and conditions under which we will provide certain software, hardware, systems, and services (collectively, the "Application(s)") to you. Additional Application-specific terms and conditions are stated in schedules to this Agreement (the "Schedules"), which are incorporated into and subject to the terms of this Agreement. In the event of any conflict between this Agreement and a Schedule, the Schedule will govern. The Applications include any incremental upgrades, modifications, updates, and additions to existing features that we may implement in our discretion (the "Updates"), but do not include additional features or significant enhancements to existing features. If Applications are provided by subsidiaries of Provider, the terms of this Agreement apply with equal effect to those subsidiaries.
2. **Term.** The Agreement begins on the Effective Date, but the "Initial Term" will begin 120 days after the Effective Date (to allow for installation of hardware and/or implementation of network connectivity) and will end on the date that is 60 months thereafter. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, this Agreement will automatically renew for successive periods of 12 months each. The terms and conditions of this Agreement will continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
3. **Compensation and Cost.** The compensation and cost for each Application, if any, is stated in the Schedules. For Applications paid for via commission deductions, in any given month, if commissions earned are less than the Application's monthly cost, then Customer may be sent an invoice for the remaining amount. Unless stated otherwise in a Schedule, all invoices will be due and payable within 30 days after the invoice date. Provider reserves the right to charge interest on overdue invoices at the lower of (a) 15% per annum or (b) the maximum rate allowed by law, and to deduct any unpaid invoice balance plus any accrued interest from any amounts owed to Customer by Provider until Provider is paid in full.
4. **Ownership of Applications and Grant of License to Customer.** Other than as specifically set forth in the Agreement, Provider does not grant or otherwise convey any license or other ownership right in or to the Applications or any technology or intellectual property rights associated with the Applications. Provider grants Customer a personal, limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Applications solely as contemplated by the Agreement (the "Customer License").
5. **Additional Terms of Customer License.** In connection with the Customer License, Customer agrees that (a) it will not resell, assign, or otherwise transfer the Applications or any portions thereof; (b) it will only use the Applications for lawful purposes and will not transmit, retransmit, or store material associated with the Applications in violation of any federal or state laws or regulation; (c) it will not provide access to the Applications to third parties; (d) it will not connect the Applications to any products that Provider did not furnish or approve in writing; (e) it will not create derivative works based on the Applications; (f) it will not disassemble, reverse engineer, decompile, or otherwise attempt to reveal the code, trade secrets, or know-how underlying the Applications or allow any third party to do so; (g) it will not remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Applications; (h) it will be responsible for distributing and assigning licenses to its end users; and (i) it will monitor and ensure that its licensed end users comply with these terms.
6. **Ownership and Use of Certain Data Associated With the Applications.** Customer will own recorded inmate communications associated with the Applications (the "Customer Data"). During this Agreement and

for a reasonable period of time thereafter, we will provide you with access to the Customer Data. Customer grants Securus a perpetual, worldwide, non-exclusive, non-transferable right to use the Customer Data (the "Securus License").

7. Grant of License from Customer to Provider. You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications at all correctional facilities under your authority now and in the future during the term of this Agreement. Subject to the remaining terms and conditions of this Agreement, Provider will be the sole and exclusive provider of inmate-related communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (e.g., phone calls, video 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 correctional facilities now or in the future under the authority of Customer and to the exclusion of any other third party providing such inmate communications and software, including without limitation, Customer's employees, agents, or subcontractors.

8. Third-Party Software. You are the license holder of any third-party software products we obtain on your behalf in connection with the Applications. You authorize us to provide the third-party software and agree that we may agree to the third-party End User License Agreements ("EULAs") on your behalf. Your rights to use any such third-party software product will be limited by the terms of the applicable EULA. The deployment of certain features and functionalities within Provider's Applications which utilize third-party content or services may require a direct agreement between you and the third party as a condition which must be fulfilled prior to deployment.

9. Express Warranties. Unless a Schedule states otherwise, Provider offers the following express warranties in connection with the Applications:

- a. Express Warranty for Hardware and Software Deployed By Provider. For hardware and software deployed by Provider, we agree to repair and maintain such hardware and software in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. All such maintenance will be provided at our sole cost and expense except as noted below in this section. You agree to promptly notify us in writing after discovering any misuse of or destruction, damage, or vandalism to the equipment. We will have no obligation to repair or maintain such hardware or software, if the Applications are, without our knowledge and approval, interfaced with other devices or software owned or used by your or a third party, or if the Applications are otherwise damaged as a result of your actions.
- b. Express Warranty for Hardware Purchased By Customer. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance, and service for a period of 12 months from the date of sale. Provider makes no warranty with respect to low performance, damages, or defects in any Hardware Component caused by misuse, misapplication, neglect, or accident, nor does Provider make any warranty as to any Hardware Component that Customer has repaired or altered in any way. When applicable, Provider will replace the required parts or components at no cost.
- c. Express Warranty for Services Provided. Provider warrants that the services it provides will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider warrants that its agent(s) and/or employee(s) used by it in the performance of its obligations will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Agreement, Provider will undertake to correct such errors or omissions within a reasonable time period.

10. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 9 OF THIS AGREEMENT OR A SCHEDULE OF THIS AGREEMENT, THE APPLICATIONS ARE PROVIDED "AS IS" AND WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

11. Service Level Agreement. Provider will provide service for the Applications as specified at <https://securustechnologies.tech/servicelevelagreement/>.

12. Customer's Compliance With Applicable Laws. For Applications that allow you to monitor, record, investigate, or analyze inmate communications, you represent and warrant that you will operate such Applications in compliance with all applicable laws, and Provider makes no representation or warranty as to

the legality of such actions. To the fullest extent allowed by law, you 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 your non-compliance with applicable laws. You may designate certain communications (for example, attorney or clergy communications) as "Private" within certain of the Applications. You acknowledge and agree that you have the sole discretion, authority, and responsibility to designate certain communications as Private, and that we have no discretion, authority, or responsibility to make such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you 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 communications that you should have but failed to designate as Private.

13. Confidentiality. The Applications and related records and information (the "Confidential Information") will remain confidential to Provider. Customer understands and acknowledges that Provider is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). Customer will not disclose CPNI or Confidential Information to any third party without Provider's prior written consent. If you receive a request for disclosure of Confidential Information or CPNI pursuant to FOIA or its state equivalent, you agree to notify Provider in writing so we may assert any rights to non-disclosure under the applicable law.

14. Defense of Claim. Customer agrees to provide prompt written notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to operation of the Applications (a "Claim"). We have the right, in our sole and exclusive discretion, to defend any such Claim at our sole cost, expense, and discretion. You agree not to compromise or settle any such Claim without our prior written consent. You acknowledge and agree to assist us with our defense of any such Claim.

15. Indemnity. TO THE EXTENT LEGALLY PERMISSIBLE, EACH PARTY (THE "INDEMNIFYING PARTY") WILL INDEMNIFY THE OTHER PARTY AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTY") AND HOLD THE INDEMNIFIED PARTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS AND DAMAGES (INCLUDING WITHOUT LIMITATION COURT COSTS AND REASONABLE ATTORNEYS' FEES), WHICH THE INDEMNIFIED PARTY OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES MAY INCUR OR SUFFER THAT ARE CAUSED BY THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

① 16. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, the non-defaulting party will give the defaulting party written notice detailing the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of such notice, the non-defaulting party will have the right to terminate this Agreement upon 30 days' written notice and to pursue all other remedies available, either at law or in equity. Notwithstanding the foregoing, the 30 day cure period will be extended to 90 days if the default is not reasonably amenable to cure within such 30 day period, but only if the defaulting party diligently pursues to cure the default in good faith during the 30 day period. Notwithstanding the foregoing, if Customer breaches its obligations in Sections 4, 5, 7, 12, 13, or 14, Provider will have the right to terminate this Agreement immediately.

17. Limitation of Liability. NEITHER PARTY WILL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED, EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE 12 MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

18. Uncontrollable Circumstances. We reserve the right to renegotiate or terminate this Agreement without penalty upon 30 days' written notice if circumstances outside our control (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; actions you take for security reasons (e.g., Lockdowns); or acts of God) negatively impact our business; however, we will not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state, or local regulatory requirements and restrictions that are subject to change from time-to-time and that Provider may take any steps necessary to perform in compliance therewith.

19. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in Sections 4, 5, 7, 12, 13, or 14 would irreparably damage and create undue hardships for the other party. Therefore, the non-

breaching party will be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

20. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party will use reasonable efforts to remove such causes of non-performance.

21. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute will be in writing and will be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices will be deemed delivered as follows: personal delivery - upon receipt; U.S. mail - 5 days after deposit; and courier - when delivered as shown by courier records.

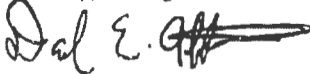

22. Miscellaneous.

- a. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the state where the Facility is located.
- b. No Waiver. No waiver by either party of any event of default under this Agreement will operate as a waiver of any subsequent default under the terms of this Agreement.
- c. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions will remain unaffected.
- d. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party.
- e. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement will not be construed so as to create such status. The rights, duties, and obligations contained herein will operate only between the parties and will inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone will have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- f. Parties' Relationship. Nothing in this Agreement will be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider.
- g. Prevailing Party. In the event of any dispute, contest, or litigation between the parties hereto (a "Dispute"), the prevailing party in such Dispute shall be fully reimbursed by the other party for all costs, including reasonable attorneys' fees, court costs, expert or consultant's fees and reasonable travel and lodging expenses, incurred by the prevailing party in its successful prosecution or defense thereof, including any appellate proceedings. As used herein, "prevailing party" includes without limitation, a party who dismisses the Dispute in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the Dispute.
- h. Survival of Obligations. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, will survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration).
- i. Execution Mechanics. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the Applications. This Agreement may be executed in counterparts, each of which will be fully effective as an original, and all of which together will constitute one and the same instrument. Each party agrees that delivery of

an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment will have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used.

- j. Entire Agreement / Merger Clause. This Agreement, together with the Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

| | |
|---|--|
| <p><u>CUSTOMER:</u> Van Buren County, Michigan</p> <p>By: </p> <p>Name: <u>Daniel E. Abbott</u></p> <p>Title: <u>Sheriff</u></p> <p>Date: <u>Feb. 18, 2020</u></p> <p><u>Customer's Notice Address:</u> 205 Kalamazoo Street Paw Paw, MI 49079</p> | <p><u>PROVIDER:</u> Securus Technologies, LLC</p> <p>By: </p> <p>Name: <u>Geoffrey M. Boyd</u></p> <p>Title: <u>Chief Financial Officer</u></p> <p>Date: <u>2/20/20</u></p> <p><u>Provider's Notice Address:</u> 4000 International Parkway Carrollton, Texas 75007 Attention: General Counsel</p> <p><u>Provider's Payment Address:</u> Same Address as Above, Attention: Accounts Receivable</p> <p><u>Please return signed contracts to the same address as above. Attention: Contracts Administrator</u></p> |
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**PRODUCT SCHEDULE
VAN BUREN COUNTY (MI)**

This **Product Schedule** is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, LLC ("we" or "Provider" or "Securus") and Van Buren County, Michigan ("you" or "Customer"). The terms and conditions of the Agreement are incorporated herein by reference. Customer's use of certain products pursuant to this schedule is also governed by the terms and conditions at <https://securustechnologies.tech/producttermsofuse/>, which are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date"). In the event of a conflict between the terms of the Agreement and the terms of this Schedule, the terms of this Schedule will apply.

CALL MANAGEMENT SYSTEM

Secure Call Platform: Secure Call Platform ("SCP") allows inmates to place calls through its centralized system without the need for conventional live operator services. SCP allows Customers to (a) monitor and record inmate calls; (b) prevent monitoring and recording of private calls; (c) limit the duration of calls; (d) maintain call detail records; (e) shut the System on or off; and (f) allow free calls. Provider will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. Provider will store call recordings for a period of 90 days from the date of recording. Customer may download and store call recordings during that period. Customer is solely responsible for preserving any call recordings beyond that storage period by downloading them to a separate storage medium.

Provider will provide the equipment needed to support the required number and type of phones and other components in connection with SCP. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

Inmate Debit Option. SCP also includes the option to integrate Inmate Debit accounts. An Inmate Debit account is a prepaid, inmate-owned account utilized to pay for certain of Provider's services, and is funded either through a transfer from an inmate's trust/commissary account or through deposits from an inmate's friends and family. Once deposited in the Inmate Debit account, funds become property of the inmate. Inmate Debit accounts are associated with an inmate's personal identification number ("PIN"), and inmates are required to input their PIN at beginning of every Inmate Debit call.

INVOICING AND COMPENSATION:

Commission. Provider will pay commission (the "Commission") based on the Gross Revenues earned through the completion of calls placed from the Facilities identified below. "Gross Revenues" means all gross billed revenues relating to completed collect and inmate Debit calls from your Facility(s), less service costs. Regulatory charges; taxes and fees; federal, state, and/or local charges; transaction, funding, or cost-recovery fees; credits; charges billed by third parties; and promotional programs are excluded from revenue to the Provider. For inmate Debit calls, Provider reserves the right to deduct call credits from Gross Revenue. 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 remit the Commission for a calendar month on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). Your payment address is as set forth in the chart below, and Customer will notify Provider in writing at least 60 days before a Payment Date of any change in Customer's payment address.

FACILITIES AND RELATED SPECIFICATIONS:

| Facility Name and Address | Commission Percentage | Commission Payment Address |
|---------------------------|-----------------------|----------------------------|
| Van Buren County Jail | 80% | --SAME-- |

Stuck

205 South Kalamazoo Street
Paw Paw, MI 49709

Notwithstanding anything to the contrary herein, the Commission will be paid on both interstate and intrastate calls, however, the first minute of each call will be non-commissionable. Customer acknowledges and agrees that we are paying the Commission for the exclusive right to provide inmate telephone services to inmates in Customer's Facility(s), and that any taxes assessed on Commission payments are the sole responsibility of Customer.

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.

ADVANCECONNECT SINGLE CALL

AdvanceConnect Single Call allows friends and family to pre-pay for a call from an inmate. 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.

OUTBOUND VOICEMAIL

Outbound Voicemail allows friends and family to retrieve voicemails from inmates. If an inmate's call goes unanswered, the inmate may leave a voicemail. Provider will send a text message to the dialed number with a link to pay for and listen the message. Based on the actual duration of the call, Outbound Voicemail transactions are rated at the per-minute rate (plus any applicable federal, state, and local taxes and transaction fees). Outbound Voicemail calls are commissioned in the same manner as collect calls.

THREADS

The THREADS application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import.

In addition, THREADS offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Customer has elected to opt in to the community feature. Customer acknowledges and understands that data from its Facility or Facilities will be made available to the THREADS community for analysis and review.

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

INVESTIGATOR PRO

Investigator Pro uses continuous voice identification technology to identify the inmate(s) speaking on a call, detect certain three-way call violations, and help investigators find correlations among calls. Inmates must participate in a supervised voice model enrollment process. This inmate voice model enrollment process is 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/>, incorporated herein by reference.

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

ICER

The ICER system provides authorized users the means to detect intra- and inter-Facility inmate-to-inmate communications from multiple sources to generate targeted investigative leads.

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

VIDEO VISITATION / CONNECTUS

Securus Video Visitation ("SVV") is a web-based visitation system that allows individuals to schedule and participate in video visitation sessions with inmates. SVV runs on the ConnectUs Inmate Service Platform ("ConnectUs"). ConnectUs is a secure, comprehensive Inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications ("ConnectUs Applications"). The configuration of SVV and ConnectUs ordered by Customer, its retail cost, and the length of time video visitation sessions are stored is specified in the Securus Inmate Services Platform - Price List below:

Securus Inmate Services Platform - Price List

| | | | | | |
|---|---|-----------|----------|----------|-----------|
| Hardware | Video Visitation Terminals - Single Handset (Inmate) | One Time | \$ 4,000 | 10 | \$ 40,000 |
| | Video Visitation Terminals - Single Handset (Visitor) | One Time | \$ 4,000 | 0 | \$ - |
| | Video Visitation Terminals - Dual Handset (Visitor) | One Time | \$ 4,250 | 2 | \$ 8,500 |
| | Mobile Cart, Including UPS Battery Backup | One Time | \$ 1,440 | 0 | \$ - |
| Installation and Implementation (Software Application is one time per App, per contract) | Networking Wiring | One Time | \$ 500 | 12 | \$ 6,000 |
| | Electrical Wiring* | One Time | \$ 1,500 | 0 | \$ - |
| | Hardware Installation | One Time | \$ 500 | 12 | \$ 6,000 |
| | JMS and 3rd Party Vendor Integration** | One Time | \$ - | 0 | \$ - |
| | Software Application Setup: | One Time | | | |
| | - Securus Video Visitation Application | One Time | \$ - | 1 | \$ - |
| | - Phone Call Application | One Time | \$ - | 0 | \$ - |
| | - Inmate Forms Application (Grievance) | One Time | \$ - | 1 | \$ - |
| | - Inmate Handbook Application (.PDF) | One Time | \$ - | 1 | \$ - |
| | - Third Party Vendor Commissary Application | One Time | \$ - | 0 | \$ - |
| | - Website Education Application (URL) | One Time | \$ - | 0 | \$ - |
| | - Inmate Videos Application (.MP4) | One Time | \$ - | 0 | \$ - |
| | - Self-Op Commissary Ordering Application | One Time | \$ - | 0 | \$ - |
| | - Emergency Visitation Application | One Time | \$ - | 0 | \$ - |
| | - Inmate Sick Form | One Time | \$ - | 0 | \$ - |
| | Job Search Application | Recurring | \$ - | 0 | \$ - |
| | Law Library Application | Recurring | \$ - | 1 | \$ - |
| Annual Subscription and Hosting Fee (per App, per Terminal, per year) | Securus Video Visitation Application | Recurring | \$ - | 12 | \$ - |
| | Phone Call Application | Recurring | \$ - | 0 | \$ - |
| | Inmate Forms Application (Grievance) | Recurring | \$ 5,000 | 1 | \$ 5,000 |
| | Inmate Handbook Application (.PDF) | Recurring | \$ 5,000 | 1 | \$ 5,000 |
| | Third Party Vendor Commissary Application | Recurring | \$ - | 0 | \$ - |
| | Website Education Application (URL) | Recurring | \$ - | 0 | \$ - |
| | Inmate Videos Application (.MP4) | Recurring | \$ - | 0 | \$ - |
| | Self-Op Commissary Ordering Application | Recurring | \$ - | 0 | \$ - |
| | Emergency Visitation Application | Recurring | \$ - | 0 | \$ - |
| | Inmate Sick Form | Recurring | \$ - | 0 | \$ - |
| | Job Search Application | Recurring | \$ - | 0 | \$ - |
| Law Library Application | Recurring | \$ 7,000 | 1 | \$ 7,000 | |
| Misc. | Annual Terminal Extended Hardware Maintenance | Recurring | \$ 500 | 12 | \$ 6,000 |
| | Recurring Telecom | Recurring | \$ 2,880 | 1 | \$ 2,880 |
| | Recording Retention (90 days) | One Time | \$ 300 | 10 | \$ 3,000 |
| | Training (per day) | One Time | \$ 2,000 | 2 | \$ 4,000 |
| Term: 5 | | | | | |
| One-Time Cost 67,500 | | | | | |
| Annual License & Maintenance Cost (per year) 25,880 | | | | | |
| Total Cost: \$ 196,900 | | | | | |

SVV and ConnectUs System Costs. Provider will cover the Total Cost set forth in the chart above. If the Agreement is terminated for any reason other than Provider's default before the end of the Term, Customer will refund the prorated amount of the Total Cost set forth in the chart above.

If selected above, Provider will deploy a Third Party Vendor Commissary Application, once an agreement has been executed by and between Provider and Customer's commissary operator for such application. Customer is responsible for all costs associated with wiring and electrical installation as Customer will own any installed wire or network cabling upon termination of the Agreement. Provider will not charge an integration fee, but Customer is responsible for any Jail Management System (JMS) and Commissary integration fees if charged by those providers.

Customer also agrees to implement the following additional requirements:

1. Customer agrees that Video Visitation must be available for paid remote sessions seven days a week for a minimum of 80 hours per Video Visitation terminal per week.
2. Customer will allow inmates to conduct remote visits without quantity limits other than for disciplinary action for individual inmate misbehavior.
3. All on-site Video Visitation sessions will be required to be scheduled at least 24 hours in advance, where practicable.

If the number of remote paid visits averages less than one per inmate per month, Provider and Customer agree to negotiate in good faith regarding additional compensation for Provider.

Provider will charge SVV session charges that are in compliance with state and federal regulatory requirements plus applicable taxes/fees/surcharges. If Customer wishes to offer free SVV sessions, a session charge equal to the then-current session rate, plus applicable taxes/fees/surcharges, will apply and will be invoiced to Customer or deducted from Commissions. It is Customer's sole responsibility to (i) establish and communicate its policies regarding monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide appropriate accommodations for non-recorded visits, as necessary. Provider is not responsible and hereby disclaims any liability for any and all content of the third-party applications and any documents, videos, or forms published by Customer or from outside sources. Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

SVV and ConnectUs Compensation to Customer. If the number of monthly paid visits meets or exceeds 1.5 visits per inmate per month, Provider will pay Customer 20% of the charges (excluding applicable taxes/fees/surcharges) collected for paid Video Visitation sessions placed to Customer's Facility. Provider reserves the right to deduct Video Visitation session credits from revenue calculations. Provider will pay SVV payments for a calendar month to Customer on or before the 30th day of the following calendar month in which the sessions occurred (the "Payment Date"). SVV Payments are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays.

AUTOMATED INFORMATION SERVICES

DESCRIPTION:

Provider will deploy Automated Information Services ("AIS") as described herein. Once Facility staff has uploaded the required information, AIS automates the distribution of certain information through a telephone IVR system without staff intervention. AIS is configurable to meet Customer's specific needs. The standard AIS options include automation of inmate and Facility information to (1) people who call Customer's main telephone number; and (2) inmates at Customer's Facility using the inmate telephone system. The following additional options (the "Additional AIS Options"), which are required in order to be eligible for the No Cost Option, defined below, are currently available for AIS:

- ✓ Ability to open or fund a Securus pre-paid telephone account (AdvanceConnect)
- ✓ Ability to fund an inmate phone account (Inmate Debit where available)
- ✓ Ability to supplement inmate deposit services by funding an inmate trust account
- ✓ Ability to leave a voice mail (AIS Jail Voicemail)

The AIS Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an inmate providing a quick way for friends and family to initiate communication or deliver timely information to an inmate prior to a scheduled phone call or visitation.

Regardless of whether Customer chooses the No Cost Option or Cost Option below, Customer understands and agrees that Provider may, upon future release, expand AIS to include additional constituent notification services or Additional AIS Options upon 30 days advance written notice. Provider also offers customized AIS development options based on the terms at <https://www.securustechnologies.com/ais-terms-and-conditions>, which are incorporated herein by reference.

COMPENSATION:

No Cost Option - For those months when Customer deploys the Additional AIS Options - currently AdvanceConnect phone funding, Inmate Debit funding (only necessary where available), inmate trust account funding, and Jail Voicemail - Provider will offer AIS to Customer at no charge.

Cost Option - For those months when Customer does not comply with the conditions in the previous paragraph, Customer will pay Provider \$300.00 per month, which will be payable through a commission deduction.

Integration Fees - Provider will not charge integration fees, but if a vendor charges integration fees, Customer is responsible for their payment.

AIS Jail Voicemail - If deployed, friends and family will pay up to a \$1.99 usage fee for each voicemail they leave, 20% of which Provider will pay to Customer each month. AIS Jail Voicemail is not subject to any other compensation.

FEES PAYABLE BY DEPOSITOR FOR TRUST FUNDING:

The following fees apply to trust funding transactions through AIS:

| Deposit Amount | Fees JPay.com / JPay App | Fees Call Center / AIS IVR |
|-----------------------|---------------------------------|-----------------------------------|
| \$0.01 - \$20.00 | \$3.95 | \$4.95 |
| \$20.01 - \$100.00 | \$6.95 | \$7.95 |
| \$100.01 - \$200.00 | \$8.95 | \$9.95 |
| \$200.01 - \$300.00 | \$10.95 | \$11.95 |

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. Customer will not allow the resale of the earbuds for more than \$5.66 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 rental of personal tablets and the purchase of premium content on those tablets; such commission is net of licensing and network costs and excludes applicable taxes/fees/surcharges. 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.

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:

| Type of Message (When Available) | Number of Stamps | Notes |
|---|-------------------------|--------------|
| | | |

| | | |
|--------------|------------------------|--|
| 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 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.

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

| Number of Stamps in Book | Stamp Book Price (Plus transaction fees and all applicable taxes) |
|--------------------------|---|
| 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:

| Number of Stamps in Book | Stamp Book Price (Plus applicable taxes) |
|--------------------------|--|
| 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 30th 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.



SECOND AMENDMENT TO MASTER SERVICES AGREEMENT VAN BUREN COUNTY (MI)

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by either party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, LLC ("we," "us," or "Provider") and Van Buren County, Michigan ("you" or "Customer") dated February 20, 2020, 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 Second Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- Term.** This Second Amendment shall commence on the Second 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.
- Commission Percentage Change.** As of the Second Amendment Effective Date, the **FACILITIES AND RELATED SPECIFICATIONS** chart on pages 6 and 7 of the Agreement is deleted in its entirety and replaced with the following:

| Facility Name and Address | Type of Call Management Service | Commission Percentage | Revenue Base for Calculation of Commission | Commission Payment Address |
|--|---------------------------------|-----------------------|--|----------------------------|
| Van Buren County Jail 205 South Kalamazoo street Paw Paw, MI 49709 | SCP | 85%* | Gross Revenues | --SAME-- |

***Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes. The Commission will be paid on both interstate and intrastate calls. All minutes of the call will be commissionable.**

- Part-Time Onsite Technician.** Provider will provide a part-time onsite technician (approximately 20 hours per week) at no additional cost to Customer to assist with the provision of Provider's Applications.
- Additional Applications.** As of the Second Amendment Effective Date, the following Applications are added to the Agreement:

WORD ALERT

Securus Word Alert is a safety, security, and investigative feature of the NextGen Secure Communications Platform which uses speech-to-text technology to transcribe the audio in calls and, if applicable, Video Connect sessions to text and allows investigators to search text transcripts for specified words and phrases. Word Alert may also be used in association with Securus Text Connect if deployed. It also enables investigators to request English translations of transcripts that are in some other languages. Customer's use of Word Alert is governed by and conditioned upon the terms set forth herein.

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

INVESTIGATIVE PRODUCTS AND FEATURES TERMS OF USE

- A. Applicability. These terms of use specifically apply, if deployed pursuant to the Agreement, to THREADS, Investigator Pro, ICER, Word Alert, Guarded Exchange Services, National Cellular Forensics Services, Securus Digital Mail Center, and the investigative features of any other Provider product (collectively, the "Selected Applications").
- B. Customer Warranty. Customer will comply with all privacy, consumer protection, constitutional, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Selected Applications. Customer acknowledges and understands that Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the Selected Applications or the information obtained in connection therewith. Provider will have no 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 Selected Applications. To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out Customer's non-compliance with applicable laws.
- C. Conditional Use of Selected Applications. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the Selected Applications. Moreover, if Provider determines in its sole discretion that the Selected Applications and/or Customer's use thereof (1) violates the terms and conditions set forth herein; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Selected Applications and shall have no further liability or responsibility to Customer with respect thereto.
- D. Accuracy of Transcription, Translation, and Analytical Services. For Selected Applications which provide transcription, translation, or analysis of communications or information, Customer understands and acknowledges that all information used and obtained in connection with such Selected Applications is provided "AS IS." Customer acknowledges and agrees that speech transcription and translation is subject to unavoidable inaccuracies due to, among other things, poor audio quality, language spoken with significant accents or dialects, unfamiliar vernacular or vocabulary, or other issues which may result in transcript or translation inaccuracies. Provider does not make any representations or warranties regarding the Selected Applications' 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).
- E. Disclaimer of Warranties. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE APPLICATIONS ARE PROVIDED "AS IS." PROVIDER AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTED APPLICATIONS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SELECTED APPLICATIONS OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER AND ITS SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE SELECTED APPLICATIONS OR THE UNAVAILABILITY THEREOF.
- F. Limitation of Liability. PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (OR TO ANY PERSON TO WHOM CUSTOMER MAY HAVE PROVIDED DATA FROM THE SELECTED APPLICATIONS) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH THE SELECTED APPLICATIONS OR CUSTOMER'S USE THEREOF. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON PROVIDER, CUSTOMER AGREES THAT PROVIDER'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF PROVIDER IN CONNECTION WITH THE SELECTED APPLICATIONS, 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. CUSTOMER COVENANTS AND PROMISES THAT IT WILL NOT SEEK TO RECOVER FROM PROVIDER AN AMOUNT GREATER THAN SUCH SUM EVEN IF CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- G. Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, 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 USE OF THE SELECTED APPLICATIONS, INFORMATION OBTAINED IN CONNECTION THEREWITH, OR INSTRUCTIONS PROVIDED BY CUSTOMER TO PROVIDER RELATED TO THE SELECTED APPLICATIONS.

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

EXECUTED as of the Second Amendment Effective Date.

| | |
|---|---|
| CUSTOMER: Van Buren County, Michigan By: <u>Van Buren County Sheriff's office</u> Name: <u>Daniel E. Abbott</u> Title: <u>Sheriff</u> Date: <u>10-19-22</u> | PROVIDER: Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By: <u></u> Name: <u>Alex Yeo</u> Title: <u>Chief Revenue and Product Officer</u> Date: <u>11/28/2022</u> |
|---|---|

Please return signed contract to:

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