

**FIRST AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by a party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement with an Effective Date of January 11, 2008 (the "Agreement") by and between Sheboygan County Sheriff's Office ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider").

WHEREAS, the parties desire and agree to amend the Agreement to add additional services;

NOW, THEREFORE, 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. Section 4 of the Agreement shall be amended to reflect that the Term is being extended by two (2) additional years with a modified expiration date of January 11, 2015. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for one (1) successive period of twelve (12) months. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
2. **AUTOMATED INFORMATION SERVICES.** In addition to the services provided under the Agreement, Provider will provide the Automated Information Services (AISTM) as described below.

AUTOMATED INFORMATION SERVICES

DESCRIPTION.

We will provide the Automated Information Services through our third party vendor, Telerus, as described herein. The AISTM application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform. In addition, the application is designed to allow inmates' friends & families the ability to open or fund a pre-paid telephone account as well as fund an inmate's trust account. The application is accessed through a telephone IVR system that is available to all callers. Once facility staff has uploaded all required information, the system is able to automate information such as:

- Commissary Balances (pending MIS system data flow)
- Charge Information
- Court Appearance Dates, Times, Locations
- Bond Amounts, Types
- Projected Release Dates
- Visitation Eligibility, Times

Automated Information Services 2.0 is configurable to meet the specific needs of your facility. The standard option includes automation of inmate and facility information to constituents who call your existing main telephone number and to inmates at your facility. You can also choose to add any of the following additional options (check all that apply):

- ✓ Automation of inmate and facility information to constituents (standard)
- ✓ Automation of inmate and facility information to inmates (standard)
- ✓ Ability to open or fund a Securus pre-paid telephone account
- ✓ Ability to fund an inmate trust account

The application provides all information automatically without staff intervention 24/7 from any standard day-room or outside telephone with no new wiring required. Facility staff personnel must maintain information on the system. The Customer shall be responsible for any/all integration fees incurred by their JMS/MIS system provider in order for AIS to receive inmate data.

PAYMENT:

AISTM is free of charge for the duration of your existing inmate telephone contract with Provider and extension where:

- a. Customer maintains an Average Daily Population (ADP) of at least 85 for the duration of its existing inmate telephone contract with Provider; and

- b. Customer agrees to both phone and trust funding features; and
- c. Customer agrees to a two (2) year extension to the existing inmate phone contract with Provider.

Compensation (Set-up Charge and Monthly Fee) is determined by AIS features chosen. Securus has the right to modify and increase compensation if feature set is modified or changed by the facility after contract execution.

STATEMENT OF WORK:

a. Specifications and Assumptions

The system will contain two primary applications. The first application will automate answering of incoming calls from the public or "friends and family;" the second will automate inmate information requests via existing inmate phones.

i. Outside "Friends and Family" Application

- Speech (Voice) Recognition including inmate identification by first and last name.
- Date of birth "fallback" to inmate name recognition.
- Text-to-Speech.
- Spanish Interface.
- Inmate Trust/Commissary deposits by major credit card.
- Securus Pre-paid Phone account funding by major credit card (available for Securus phone customers only).
- Charges.
- Bond Amounts and Types.
- Court Dates, Times, and Locations.
- Visitation eligibility and times including times by inmate name, housing location.
- Visits remaining for the week.
- Inmate location (if multiple addresses).
- Projected Release Dates.
- Identification of detainers and holds.
- Support for inmate types such as regular, federal, juvenile.
- Blocking of sensitive (sex, child crime charges) inmates.
- General Facility Information including facility location, directions, hours, mailing policies, visitation policies, money deposit policies, medication/prescriptions policies, inmate phone system information, and commonly requested phone numbers.
- Porting of existing facility phone numbers to secure hosting facility. No limit – as many numbers as desired can be pointed to AIS.
- Transfers of exception callers back to facility staff members for personal assistance.
- Queuing with hold music and updates for transferred callers when facility staff members are unavailable.

ii. Inmate Application

- Seamless integration with provider's Inmate Phone System, IE: "Press *11 for Automated Inmate Information."
- Spanish Interface.
- Commissary Balances.
- Charges.
- Court Dates and Locations.
- Bond Amounts and Types.
- Visitation eligibility and times including times by inmate name, housing location.
- Visits remaining for the week.
- Inmate location (if multiple addresses).

- Identification of detainers and holds.
- Projected Release Dates.

iii. Overall

- JMS integration for the Outside Application and the Inmate Application will be through flat-file, FTP imports. Imports take place in pre-determined intervals; fifteen minutes is standard. Customer will push Pipe, Comma, or Tab Delimited formatted data to a password protected FTP site.
- Hosting from Class III data center located in Denver, CO, including features such as multiple power redundancies, climate control, biometric security, and raised floors.
- Unlimited usage per month included (no cap on minutes).
- Call Summary and Port Usage Reports emailed or faxed on weekly or monthly basis.

b. Implementation Overview (timeline, roles, responsibilities):

- Week 1, Project Kickoff Call: Conference call to identify points of contact, review implementation plan, confirm system features, goals, and confirm specific dates of the timeline. Participants: Telerus, Provider, and Facility.
- Week 2, Configuration Planning: Completion of online survey by facility administrative representative. Review and processing of responses by Telerus. Meeting with technical representation (Facility IT and/or JMS Provider) to discuss data export. Participants: Telerus, Provider, and Facility.
- Week 3, User Demo Round 1: Based on the responses to the online survey, Telerus drafts and records general information scripts with a professional voice talent. The voice files are demonstrated for facility personnel prior to public access. Participants: Telerus and Facility.
- Week 4, Lobby Go Live: "Did you Know" signs are posted in the facility lobby advising them of the availability of general facility information by phone. Participants: Telerus, Provider and Facility.
- Week 5, Data Export: Telerus consults with Facility IT and/or JMS provider to initiate FTP data stream and validate export file contents. Participants: Telerus and Facility.
- Week 6, QA: Telerus QA staff identifies applicable test cases and simulates calls from the public and inmates. Development and configuration changes are executed as necessary. Participants: Telerus and Facility.
- Week 7, User Demo Round 2: Full feature demonstration, including inmate specific data lookups for both public and inmates, conducted for facility. Participants: Telerus and Facility.
- Week 8, Spanish Translation and Recording: With the English scripts finalized for go live, Spanish translation and recording is performed. Participant: Telerus.
- Week 9, Telecom Integration and Full Go live: With assistance from Facility Telecom and/or appropriate vendor(s), phone system integration is executed. Lobby "Did You Know" signs are updated and inmate side signs posted. Participant: Telerus and Facility.

c. Equipment. Since the AIS™ solution will be hosted, no new equipment will be installed at the Customer Facility. However, the Customer will be required to push (through secure FTP) flat file imports in 15 minute intervals, which will require resources of a server class machine with a stable and continuous Internet connection.

d. Service Level Agreements

- Uptime availability: 99%, apart from scheduled downtime, tracked and reset on a monthly basis.
- Seven days a week, 24 hours/day coverage.
- 800-number phone/pager and email access to the Provider/Telerus support team.
- One-hour, or better, response to support calls.
- Assignment of trouble ticket tracking number to each incident with resolution plan communicated within 24 hours.
- One-business day, or better, response to support emails.
- Remote diagnostics and resolution of software issues.
- Voice file re-recordings not to exceed 1 hour per month.
- New releases of product documentation.
- Quarterly system review teleconferences including recaps of all incidents and resolutions.

3. PREPAID CALLING CARDS. The following Application is also hereby added to the Schedule to the Agreement:

PREPAID CALLING CARDS

DESCRIPTION:

Upon receipt of your written request, we will provide you with inmate Prepaid Calling Cards for resale to inmates at the Facilities specified in the chart below. Prepaid Calling Cards are not returnable or refundable; all sales are final. Each Prepaid Calling Cards will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If you authorize us, we will deal with your third-party commissary operator ("Commissary Operator") for the sole purpose of selling Prepaid Calling Cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for Prepaid Calling Cards sold to Commissary Operator on your behalf.

TAXES:

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Provider will invoice Customer for each order of Prepaid Calling Cards. Customer agrees to pay invoice within thirty (30) days, including all applicable sales taxes and other regulatory charges. Customer may provide a Sales and Use Tax Resale Certificate to Provider stating that Customer will be responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will not charge applicable sales taxes on Customer invoices for Prepaid Calling Cards purchases.

COMPENSATION:

The face value of the Cards less the applicable percentage specified in the chart below plus any applicable sales tax and shipping charges shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then we reserve the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice price of the Cards plus any accrued interest from any amounts we owe you until paid in full. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the amounts owed exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice. All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless Customer provides us a valid reseller's certificate before the time of sale.

VENDING MACHINE: You agree to grant us the exclusive right to install a Prepaid Calling Card Vending Machine ("Vending Machine") at the Facilities described in the chart below, and we reserve the right in our sole discretion to remove the Vending Machine(s) at any time upon sixty (60) days prior notification to you. You agree to purchase and dispense Prepaid Calling Cards exclusively from Provider at the discount described in the chart below. You will furnish the necessary space, janitorial services, security, and utilities to permit the proper installation and operation of the Vending Machine(s). We agree to install, maintain, and service the Vending Machine(s) in accordance with industry standards and all federal, state, and local laws. We will train your staff in the stocking and operation of the Vending Machine(s), and thereafter, you will be solely responsible for keeping the Vending Machine(s) stocked and removing any and all cash from the machine(s). Prepaid Calling Cards are not returnable or refundable; all sales are final. Each Prepaid Calling Card will be valid for no more than six (6) months from the date it is first used. The Cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. Provider will invoice Customer for each order of Prepaid Calling Cards. You agree to pay the invoice within thirty (30) days, including all applicable sales taxes and other regulatory charges. You may provide us a Sales and Use Tax Resale Certificate stating that you are responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If we receive a Sales and Use Tax Resale Certificate from you, we will not charge applicable sales taxes on the invoices for Prepaid Calling Cards purchases. You will retain all income derived from cards sold through the Vending Machine(s), and will be solely responsible for end-user complaints and refunds. You will assume the risk of loss for the cards and will be responsible for failure/loss rate exceeding two percent (2%) of the total order value. Customer agrees to hold Provider harmless against loss of income or profits.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Discount Percentage
Sheboygan County Detention Center 2923 South 31 st Street Sheboygan, WI 53081	30%

WARRANTY. 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. Notwithstanding, we will pass through to you any applicable manufacturer warranties, and agree to repair and maintain the vending machine in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the priority level number 3 listed in the SERVICE LEVEL

AGREEMENT above. An authorized representative of Customer must be present and oversee all service and maintenance visits by the Provider. All maintenance will be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to the vending machine by you (not the public), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to the vending machine. For a vending machine service request, you may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. After receipt notice of a vending machine service request, we will respond within 36 hours. In all instances Technical Support will dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. A member of our customer satisfaction team will confirm resolution.

4. 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.

CUSTOMER: Sheboygan County Sheriff's Office By: _____ Name: _____ Title: _____ Date: _____	PROVIDER: Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: Chief Operating Officer Date: _____
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Please return signed contract to:

**14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254**

Attention: Contracts Administrator

Phone: (972) 277-0300

**THIRD AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **THIRD AMENDMENT** ("Third Amendment") is effective as of the last date signed by a party ("Third Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Sheboygan County Sheriff's Office ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider") dated January 11, 2008, as subsequently amended by that certain First Amendment dated January 3, 2012, and Second Amendment dated August 27, 2012 (collectively, the "Agreement").

WHEREAS, the parties desire and agree to extend the Term of the Agreement by sixty (60) months as more fully set forth herein.

NOW, THEREFORE, 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. Section 4 of the Agreement shall be amended to reflect that the Term is being renewed and extended by sixty (60) additional months with a modified expiration date of January 11, 2020. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
2. **Signing Bonus.** On the first day of the month following this Third Amendment Effective Date, we will pay you a one-time signing bonus of \$30,000.00. If the Agreement is terminated for any reason before the end of the Term, you will refund to us an amount equal to the signing bonus times a fraction, the numerator of which is the lesser of (i) the number of months between the date of termination and the end of the Term or (ii) sixty (60) months, and the denominator of which is sixty (60) months, plus interest on the prorated amount in the amount of the lower of (a) fifteen percent (15%) per annum and (b) the maximum rate allowed by law. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you. All signing bonus payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you. Customer acknowledges and understands that the signing bonus is a one-time payment, not a recurring or annual payment.
3. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective as of February 11, 2014, the Agreement shall be modified to reflect that the interstate call rates shall not exceed the rate caps set forth in the FCC Order. Further, in accordance with the FCC Order, effective as of February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type received from the Agreement, and the discount percentage for prepaid calling cards shall be reduced by the applicable percentage attributable to interstate calling revenue from Customer's Facility.
4. 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.

<p>CUSTOMER: Sheboygan County Sheriff's Office</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>PROVIDER: Securus Technologies, Inc.</p> <p>By: _____</p> <p>Name: Robert Pickens</p> <p>Title: President</p> <p>Date: _____</p>
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Attention: Contracts Administrator

Phone: (972) 277-0300

**THIRD AMENDMENT
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This **THIRD AMENDMENT** ("Third Amendment") is effective as of the last date signed by a party ("Third Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Sheboygan County Sheriff's Office ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider") dated January 11, 2008, as subsequently amended by that certain First Amendment dated January 3, 2012, and Second Amendment dated August 27, 2012 (collectively, the "Agreement").

WHEREAS, the parties desire and agree to extend the Term of the Agreement by eighty-four (84) months as more fully set forth herein.

NOW, THEREFORE, 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. Section 4 of the Agreement shall be amended to reflect that the Term is being renewed and extended by eighty-four (84) additional months with a modified expiration date of January 11, 2022. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.

2. **Signing Bonus.** On the first day of the month following this Third Amendment Effective Date, we will pay you a one-time signing bonus of \$45,000.00. If the Agreement is terminated for any reason before the end of the Term, you will refund to us an amount equal to the signing bonus times a fraction, the numerator of which is the lesser of (i) the number of months between the date of termination and the end of the Term or (ii) eighty-four (84) months, and the denominator of which is eighty-four (84) months, plus interest on the prorated amount in the amount of the lower of (a) fifteen percent (15%) per annum and (b) the maximum rate allowed by law. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you. All signing bonus payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you. Customer acknowledges and understands that the signing bonus is a one-time payment, not a recurring or annual payment.

3. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective as of February 11, 2014, the Agreement shall be modified to reflect that the interstate call rates shall not exceed the rate caps set forth in the FCC Order. Further, in accordance with the FCC Order, effective as of February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type received from the Agreement, and the discount percentage for prepaid calling cards shall be reduced by the applicable percentage attributable to interstate calling revenue from Customer's Facility.

4. 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: Sheboygan County Sheriff's Office By: _____ Name: _____ Title: _____ Date: _____	PROVIDER: Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: President Date: _____
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Dallas, Texas 75254

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