



CONTRACT AMENDMENT 10 BETWEEN THE EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY AND SECURUS TECHNOLOGIES

This **TENTH AMENDMENT** ("Tenth Amendment") is effective as of December 1st, 2023 ("Tenth Amendment Effective Date") and amends and supplements that certain Contract for Secure Inmate Calling System and Related Services per the specifications and requirements of COMMBUYS Bid Number RFR-BD-18-1044-EPS17-EPS1-19423 entered into by and between Securus Technologies, LLC ("we," "us," or "Vendor") and the Massachusetts Executive Office of Public Safety and Security ("EOPSS") on behalf of the Massachusetts Department of Correction ("Department") dated March 1, 2018 (the "Contract").

WHEREAS As of December 1st, 2023, the Commonwealth of Massachusetts will require that "communication services [any telephone or electronic communications] shall be provided free of charge to the person initiating and the person receiving the communication" in prisons and jail facilities across the state ("the Law").

WHEREAS, the parties must comply with the Law, and Vendor and the EOPSS desire to amend the Contract in order to reflect the necessary changes under such Law.

NOW, THEREFORE, as of the Tenth Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term.** This Tenth Amendment shall commence on the Tenth Amendment Effective Date and shall remain in effect through the term of the Contract.
2. **Elimination of Communication Charges.** As of the Tenth Amendment Effective Date, Vendor will no longer charge the person initiating or receiving the communication for voice communication services, including phone calls ("Inmate Telephone Services" or "ITS"), and other communication services, including, but not limited to, Secure Video Visitation ("SVV"), Secure Video Calls ("SVC"), or any other communications Applications under the Contract. For the purposes of clarity and compliance with the Law, all telephone and electronic communication provided under the Contract shall be provided at no cost to the person initiating or receiving the communication.
3. **Elimination of Commission Structure.** As of the Tenth Amendment Effective Date, the Department will no longer be paid commissions or other payments related to providing communication services; including but not limited to:
 - a. the Annual Commission Amount provided for in Section 2 of the First Amendment is hereby eliminated;
 - b. commissions on collect and inmate debit cards, which are eliminated; and
 - c. commissions on SVC, which are eliminated.
4. **Inmate Debit.** Inmate debit will be deactivated.
5. **Additional Applications.** As of the Tenth Amendment Effective Date, Vendor will enhance the following Applications to the Contract, with a standard of monitoring 100% of communications with multiple proprietary technologies that enhance the efficiency and accuracy of monitoring activities:

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. The Department'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 the Applications offering and other terms contained herein. Any applicable taxes and fees will be charged to the Department, if any.

GUARDED EXCHANGE SERVICES

Vendor's subsidiary, Guarded Exchange, LLC ("GEX"), will provide services as described in this section.

GEX will provide an offender communications monitoring system ("GEX System") designed to assist with identification of (1) suspicious or suggestive key words or phrases; (2) phrases that suggest threats to security of the Facility(s) and Facility personnel; and (3) criminal activity in and outside of the Facility(s). The GEX System will analyze a selected subset of communications originating from the Facility(s), including, as agreed, specific communications that match criteria provided by the Department (Targeted Requests), hereinafter referred to as GEX Services. GEX will provide reports to the Department that detail a breakdown of threat levels identified.

The cost of GEX Services was considered and included in the Applications offering and other terms contained herein. Any applicable taxes and fees will be charged to the Department, if any.

6. New ITS and Electronic Communications Payment Structure¹. As of the Tenth Amendment Effective Date, the Department will be responsible for payment of the following rates:

Offering	Rates per minute
ITS	\$0.0399
GEX Monitoring *	\$0.02
ICER and IPRO	Included in the ITS Rate
WordAlert and THREADS	Included in the ITS Rate
SVC	\$0.01
SVC equipment charge**	\$0.01
TOTAL	\$0.0799

**If the Department wishes to decline GEX Services to Customer's Application suite, the Department must initial here: _____.*

***The SVC equipment charge is to recoup the cost of additional equipment installed by the Vendor as a result of increased call demand, and will be charged for the first 24 months after the Effective Date of this Tenth Amendment.*

Vendor will send the Department an itemized monthly invoice. Applicable taxes and fees, including state regulatory fees, Federal USF fees and the Federal Cost Recovery Fee, will be added to all invoices. Taxes and regulatory fees may change periodically based on statutory rates. Payment of this invoice is to be processed in the 45 day payment cycle in accordance with the Commonwealth of Massachusetts Standard Terms and Conditions regarding Payments and Prompt Pay Discounts.

7. Investigative Products and Features Term of Use.

A. Applicability. These terms of use specifically apply, if deployed pursuant to the Contract, 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 Vendor product (collectively, the "Selected Applications").

B. Accuracy of Transcription, Translation, and Analytical Services. For Selected Applications which provide transcription, translation, or analysis of communications or information, the Department understands and acknowledges that all information used and obtained in connection with such Additional Applications is provided "AS

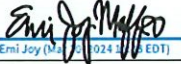


¹ The parties agree Vendor will charge the Department a flat rate for each Application based on telephone calls per minute.

IS." The Department 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. Vendor 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).

C. Disclaimer of Warranties. THE DEPARTMENT UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED INVESTIGATIVE PRODUCT APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE SUCH APPLICATIONS ARE NOT WITHOUT LIMITATION AND SUCH INFORMATION IS PROVIDED "AS IS." VENDOR DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS OR COMPLETENESS OF THE INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL VENDOR AND ITS SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY THE DEPARTMENT FROM INFORMATION, OR LACK THEREOF, OBTAINED IN CONNECTION WITH THE SELECTED INVESTIGATIVE PRODUCT APPLICATIONS.

8. Except as expressly amended by this Tenth Amendment, all of the terms, conditions and provisions of the Contract shall remain in full force and effect. It is the intention of the Vendor, EOPSS, and the Department to review the performance made pursuant to this Tenth Amendment, and negotiate in good faith any further adjustments in order to comply with the Act on or before the close of March 2025.

EXECUTED as of the Tenth Amendment Effective Date.

<p>ON BEHALF OF THE DEPARTMENT OF CORRECTION: Massachusetts Executive Office of Public Safety and Security</p> <p>By: <u></u> Name: <u>Emi Joy Maffeo</u> Title: <u>Chief of Strategy and Finance</u> Date: <u>3/20/24</u></p>	<p><u>PROVIDER:</u> Securus Technologies, LLC</p> <p>By: <u></u> Name: <u>Alex Yeo</u> Title: <u>Chief Growth Officer</u> Date: <u>02/23/2024</u></p> <p></p>
---	---

Please return signed contract to:

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