



SECOND UPDATED SCOPE AND BUDGET DUKES COUNTY SHERIFF'S DEPARTMENT, MA

This **SECOND UPDATED SCOPE AND BUDGET** ("Second Amendment") is effective as of December 1st, 2023 ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, LLC ("we," "us," or "Provider") and Dukes County Sheriff's Department ("you" or "Customer") dated December 17, 2012, as subsequently amended (collectively, the "Agreement"). Capitalized terms contained but not defined herein are defined in the Agreement.

WHEREAS the Updated Scope and Budget with a last dated of signature of September 3, 2021 eliminated all commissions or any other payments in connection with any of Provider's services as of August 1, 2021.

WHEREAS it is anticipated that 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 Act").

WHEREAS, the parties must comply with the Act, and Customer and Provider desire to amend the Agreement in order to reflect the necessary changes under such Act.

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:

1. 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.
2. Elimination of Communication Charges. As of the Second Amendment Effective Date, Provider will no longer charge the person initiating or receiving the communication for communication services, including, but not limited to, ITS, SCP, or any other communications Applications under the Agreement. For the purposes of clarity, all telephone and electronic communication under the Agreement shall be provided at no cost to the person initiating or receiving the communication, and Customer will not be paid Commissions or other payments related to providing any communication services.
3. Elimination of Prepaid Calling Cards. As of the Second Amendment Effective Date, the Prepaid Calling Card section in the Agreement Schedule is deleted in its entirety and Provider will no longer provide Prepaid calling card. Two outstanding Prepaid Calling cards balances of 637.50 and \$1,275.00 shall be credited to Customer by Provider.
4. New ITS and Electronic Communications Payment Structure¹. As of the Second Amendment Effective Date, Customer will be responsible for payment of the offerings in the SOW provided by Provider to the Facility at the following rates:

Offering	Rates per minute ²
ITS	\$0.0625
GEX	\$0.02
ICER and IPRO	Included in the ITS Rate
WordAlert and THREADS	Included in the ITS Rate
TOTAL	\$0.0825

¹ The parties agree Provider will charge Customer a flat rate for each Application based on telephone calls per minute.

² Plus any applicable taxes, fees and surcharges.

Provider will send Customer 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 due within 45 days of receipt.

5. Additional Applications. As of the Second Amendment Effective Date, the following Applications are added to the Agreement:

GUARDED EXCHANGE

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

For telephone services, GEX will deploy 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 Customer (Targeted Requests). Guarded Exchange will provide reports to Customer that detail a breakdown of threat levels identified.

For Video Connect Services, if Customer requires at least 24-hours scheduling notice, Guarded Exchange analysts will monitor all Securus Video Connect sessions for facility protocol violations. If Customer allows pop-up Visitation (i.e., does not require at least 24-hours scheduling notice), Provider will schedule at least one analyst during Video Connect hours to monitor as many sessions as possible. Guarded Exchange will provide reports to Customer that detail a breakdown of facility protocol violations.

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

INVESTIGATOR PRO

Investigator Pro uses continuous voice identification technology to identify the incarcerated end user(s) speaking on a call, detect certain three-way call violations, and help investigators find correlations among calls. Incarcerated end users must participate in a supervised voice model enrollment process. This 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 the Applications offering and other terms contained herein. Any applicable taxes and fees will be charged to the Customer, if any.

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

SECURUS DEBIT

SCP also includes the ability to integrate Securus Debit accounts. Securus Debit accounts are associated with a personal identification number ("PIN"), and users are required to input a PIN at the beginning of every Securus Debit call.

Securus Debit will be used only to process the weekly free phone calls provided to incarcerated individuals each week. Notwithstanding anything to the contrary contained in the Agreement, no commission will be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).

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

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).

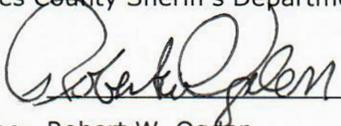
E. **Disclaimer of Warranties.** CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE APPLICATIONS ARE PROVIDED "AS IS." PROVIDER AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT 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. **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.

6. 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. It is the intention of the Customer, Provider, Massachusetts DOC, and the Executive Office of Public Safety and Security to review the performance made pursuant to this Second Amendment and negotiate in good faith any further adjustments order to comply with the Act on or before the close of March 2025.

EXECUTED as of the Second Amendment Effective Date.

<p>CUSTOMER: Dukes County Sheriff's Department</p> <p>By:  _____</p> <p>Name: Robert W. Ogden</p> <p>Title: Sheriff</p> <p>Date: 12/19/2023</p>	<p>PROVIDER: Securus Technologies, LLC</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Please return signed contract to:

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