

**FIRST AMENDMENT TO  
MASTER SERVICES AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Park County, Colorado ("you" or "Customer") dated June 17, 2014 (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. Further, the Initial Term of the Agreement shall be extended by 60 months and will end on June 17, 2024. 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. Replacement of Instant Pay with AdvanceConnect Single Call™. The Instant Pay™ promotional program described on pages 8-9 of the Agreement was discontinued and that language is hereby deleted in its entirety. Provider has replaced Instant Pay™ with the AdvanceConnect Single Call™ payment product, which allows family members and friends to pre-pay for calls originating from inmates in correctional facilities. AdvanceConnect gives consumers the choice to pre-pay for multiple calls or for a single call just before connection using the AdvanceConnect Single Call™ feature. Friends and family may fund the minimum amount required to complete the current inbound call.

AdvanceConnect Single Call™ is commissioned like an AdvanceConnect™ call that does not use this feature. AdvanceConnect Single Call™ transactions are rated at the FCC-regulated fee (currently \$3 for automated transactions) plus the applicable per-minute rate and any applicable federal, state, and local taxes.

3. Changes to Commission. As of the First Amendment Effective Date, Provider will reduce the Commission paid on Collect and Inmate Debit Calls from 47% to 37% but will pay Commission on interstate calls.

4. One-Time Technology Grant. Within 30 days of the First Amendment Effective Date, we will provide you with a \$6,500 fund to purchase technology services or equipment from third-party vendors. Any amount remaining in the fund at the expiration of the Term or earlier termination of this Agreement is forfeited and no longer will be available.

5. Investigator Pro. Provider will deploy Investigator Pro at the Facility. 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. In exchange for receipt of Investigator Pro, Customer will pay Provider a licensing fee of \$0.15 per completed call, which will be paid by way of commission deductions. Payment will commence upon installation.

6. eMessaging. Provider will deploy its eMessaging Application ("eMessaging") at the Facility, which allows for two-way electronic communication between friends/family and inmates. Friends and family may purchase eMessaging "stamps" to fund the transmission of electronic messages to inmates as outlined below:

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 messages may also be combined in a single transmission.

The Facility can access a web-based portal that enables message review and can approve or 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](http://www.securustech.net) and must have a free Securus Online account to access. Approved messages and attachments are accessible by inmates on certain of Securus' Applications.

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.

Provider will deploy eMessaging at no cost to Customer. Friends and family may purchase a book of stamps in the following quantities (inmates may not currently purchase their own stamps; however, Provider may deploy this option in the future):

<b>Number of Stamps in Book</b>	<b>Stamp Book Price (Plus \$3.00 transaction fee and all applicable taxes)</b>
5	\$2.50
10	\$5.00
20	\$10.00
50	\$25.00

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 an original message to an inmate. Provider will remit the payment for a calendar month to Customer on or before the 30<sup>th</sup> day after end of the calendar month in which the eMessaging stamps were redeemed.

7. Video Visitation. Provider will deploy Securus Video Visitation ("SVV"), 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 Exhibit A: Securus Inmate Services Platform – Price List. *Provider will cover the Total Costs set forth in Exhibit A; however, 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.*

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 60 hours per Video Visitation terminal per week.
2. Customer will allow inmates to conduct remote visits without quantity limits other than for punishment 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.*

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 30<sup>th</sup> 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.

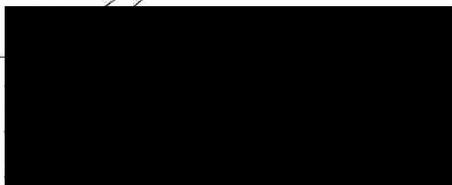
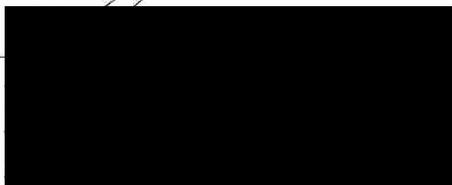
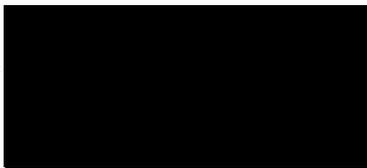
8. Private Number Designation. We will continue to provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.

9. Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address:	Payment Address:
4000 International Parkway Carrollton, Texas 75007 Attention: General Counsel Phone: (972) 277-0335	4000 International Parkway Carrollton, Texas 75007 Attention: Accounts Payable Phone: (972) 277-0335

10. 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. All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

EXECUTED as of the First Amendment Effective Date.

<p><u>CUSTOMER:</u> See attached Addendum Park County, CO</p> <p>By: </p> <p>Name: </p> <p>Title: </p> <p>Date: 8/17/2019</p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: </p> <p>Name: </p> <p>Title: </p> <p>Date: 8-16-19</p>
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**Please return signed contract to:**

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

## Exhibit A

### Securus Inmate Services Platform - Price List

Type	Description	One Time / Recurring	Price/Unit	QTY	Total	
Hardware	Video Visitation Terminals - Single Handset (Inmate)	One Time	\$ 4,000	6	\$ 24,000	
	Video Visitation Terminals - Single Handset (Visitor)	One Time	\$ 4,000	0	\$ -	
	Video Visitation Terminals - Dual Handset (Visitor)	One Time	\$ 4,250	0	\$ -	
	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	6	\$ 3,000	
	Electrical Wiring*	One Time	\$ 1,500	0	\$ -	
	Hardware Installation	One Time	\$ 500	6	\$ 3,000	
	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	\$ -	1	\$ -	
	- Inmate Forms Application (Grievance)	One Time	\$ -	0	\$ -	
	- Inmate Handbook Application (.PDF)	One Time	\$ -	0	\$ -	
	- 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	\$ -	0	\$ -	
	Annual Subscription and Hosting Fee (per App, per Terminal, per year)	Securus Video Visitation Application	Recurring	\$ -	6	\$ -
		Phone Call Application	Recurring	\$ -	1	\$ -
		Inmate Forms Application (Grievance)	Recurring	\$ -	0	\$ -
Inmate Handbook Application (.PDF)		Recurring	\$ -	0	\$ -	
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	\$ -	0	\$ -	
Misc.		Annual Terminal Extended Hardware Maintenance	Recurring	\$ 500	6	\$ 3,000
	Recurring Telecom	Recurring	\$ 2,880	1	\$ 2,880	
	Recording Retention (30 days)	One Time	\$ 100	6	\$ 600	
	Training (per day)	One Time	\$ 2,000	2	\$ 4,000	
				Term:	5	
				One-Time Cost	34,600	
				Annual License & Maintenance Cost (per year)	5,880	
				<b>Total Cost: \$</b>	<b>64,000</b>	

\* Customer responsible for electrical wiring

\*\* Customer responsible for JMS/Commissary Integration Fees, if applicable

Addendum to First Amendment  
to Master Services Agreement between  
Securas technologies, Inc and Park County, Colorado

a. The County, by entering into this agreement, does not waive any rights or protections it may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

b. The parties enter into this Agreement as separate, independent entities and shall maintain such status throughout.

c. The provisions of this Agreement shall only become effective upon execution of the Agreement by both parties.

d. Neither party may assign its rights or obligations under this Agreement without the prior, written consent of the other party.

e. This agreement shall be governed by the laws of the State of Colorado.

f. No third parties are intended to be beneficiaries of this Agreement.

g. This Agreement is intended to be fully integrated.

h. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the County not performed in the current fiscal year shall be subject to annual appropriation of funds by the County's governing body. Should sufficient funds not be appropriated for the County's performance in future fiscal years this agreement shall terminate and be of no further force or effect.

i. **INDEMNIFICATION:** The County cannot and by this agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. The Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Worker's Compensation claims, in any way resulting from or arising from this agreement; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees.

