

**FIFTH AMENDMENT
SUFFOLK COUNTY (MA)
A002394**

This **FIFTH AMENDMENT TO COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM** ("Fifth Amendment") is effective as of December 1st, 2023 ("Fifth Amendment Effective Date") and amends and supplements the Commonwealth of Massachusetts Standard Contract Form by and between Securus Technologies, LLC ("we," "us," or "Provider") and Suffolk County Sheriff's Department ("you" or "Customer") dated September 18, 2019, as subsequently amended (collectively, the "Contract"). Capitalized terms contained but not defined herein are defined in the Contract.

WHEREAS on December 1st, 2023, the Commonwealth of Massachusetts required 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 Contract in order to reflect the necessary changes under such Act.

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

1. Term. This Fifth Amendment shall commence on the Fifth Amendment Effective Date and shall remain in effect through the Term of the Contract. Notwithstanding anything to the contrary, the terms and conditions of the Contract shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Contract.
2. Elimination of Communication Charges. As of the Fifth Amendment Effective Date, Provider will no longer charge the person initiating or receiving the communication for communication services, including, but not limited to, ITS, STC, SVV, eMessaging, or any other communications Applications under the Contract. For the purposes of clarity, all telephone and electronic communication 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 Fifth Amendment Effective Date, Customer will no longer be paid Commissions or other payments related to providing communication services; including but not limited to:
 - a. Commission payments for ITS, which are hereby eliminated.
 - b. Commission on eMessaging stamps, which are hereby eliminated.
 - c. Commissions on SVV, which are eliminated.
 - d. Commissions on STC, which are eliminated.
4. Establishment of Escrow Account: The parties acknowledge that they do not agree on the reach of the Act regarding eliminating commissions payments on Tablets and media. Provider is seeking further clarification from the Administration and Finance office for Massachusetts ("A&F") and, should changes to this Fifth Amendment be needed based on such guidance, the parties will work in good faith to negotiate an additional amendment. Notwithstanding the foregoing, Provider will, on a monthly basis, deposit the amount it would otherwise owe Customer in commissions on Tablets and media in an escrow account maintained by Wilmington Savings Fund Society, FSB, a federal savings bank duly organized and existing under the laws of the United States of America (the "Escrowed Funds"), and will pay Customer the Escrowed Funds if and when the A&F determines that the commissions on Tablets and media should not be impacted by the Act. Conversely, if and when the A&F determines the Act does apply to commissions on Tablets and media, Provider will pay the Escrowed Funds to the Massachusetts General Fund.

5. Inmate Debit Option. As of the Fifth Amendment Effective Date, Provider shall separately invoice Customer for Inmate Debit, and Customer shall pay such invoice within 45 days from receipt.
6. New ITS and Electronic Communications Payment Structure¹. As of the Fifth 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	\$0.0399
GEX	\$0.02*
ICER and IPRO	Included in the ITS Rate
WordAlert and THREADS	Included in the ITS Rate
SVC	\$0.01
STC	\$0.013
Emessaging	\$0.013
TOTAL	\$0.0959

*If Customer wishes to not add Guarded Exchange Monitoring (GEX) to Customer's Applications suite, Customer needs to initial here: _____.

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 from receipt.

7. Additional Applications. As of the Fifth Amendment Effective Date, the following Applications are added to the Contract:

ICER

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

The cost of the ICER system 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.

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.

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.

INVESTIGATIVE PRODUCTS AND FEATURES TERMS 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 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.

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

Notice Address:

5360 Legacy Drive, Suite 300
Plano, Texas 75024
Attention: General Counsel
Phone: (972) 277-0335



Payment Address:

5360 Legacy Drive, Suite 300
Plano, Texas 75024
Attention: Accounts Payable
Phone: (972) 277-0335

9. Except as expressly amended by this Fifth Amendment, all of the terms, conditions and provisions of the Contract 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 Fifth 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 Fifth Amendment Effective Date.

CUSTOMER: Suffolk County Sheriff's Department By: <u></u> Name: <u>CHARLES DOWNEY</u> Title: <u>CFO</u> Date: <u>5/13/24</u>	PROVIDER: Securus Technologies, LLC By: <u></u> Name: <u>Kevin Elder</u> Title: <u>President</u> Date: <u>5/6/2024</u>
---	--

Please return signed contract to:

5360 Legacy Drive, Suite 300
Plano, Texas 75024
Attention: Contracts Administrator
Phone: (972) 277-0300

Approved As To Form and Legal
Compliance on Date 5/13/24

Joan Kennedy
Assistant General Counsel
Suffolk County Sheriff's Department
This approval is not an execution