

**SECOND AMENDMENT TO THE BERKSHIRE CONTRACT
BERKSHIRE SHERIFF'S OFFICE, MA**

This **SECOND AMENDMENT** ("Second Amendment") is effective as of December 1st, 2023 ("Second Amendment Effective Date") and amends and supplements the Statement of Work to the 2020 contract entered into by and between Securus Technologies, LLC ("we," "us," or "Provider") and Berkshire Sheriff's Office, MA ("you" or "Customer") dated June 22, 2020, as subsequently amended (the "Berkshire Contract"). Capitalized terms contained but not defined herein are defined in the Berkshire Contract.

WHEREAS on 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 Berkshire Contract 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 End Date of the Berkshire Contract. Notwithstanding anything to the contrary, the terms and conditions of the Berkshire 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 Berkshire Contract.
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, SVV, eMessaging, or any other communications Applications under the Berkshire Contract. For the purposes of clarity, all telephone and electronic communication under the Berkshire Contract shall be provided at no cost to the person initiating or receiving the communication.
3. **Elimination of Commission Structure.** As of the Second Amendment Effective Date, Customer will no longer be paid Commissions or other payments related to providing communication services; including but not limited to:
 - a. The Commission payments for ITS, which are hereby eliminated.
 - b. Commission on eMessaging stamps, which are hereby eliminated.
 - c. Commissions on SVV, 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 Second 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. 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 BERKSHIRE CONTRACT provided by Provider to the Facility at the following rates:

Offerings	Rates per minute
Inmate Telephone System (ITS)	\$0.0399
Guarded Exchange Monitoring (GEX)	\$0.02*
ICER and InvestigatorPro (IPRO)	Included in the ITS Rate
WordAlert and THREADS	Included in the ITS Rate
Securus Video Connect (SVC)	\$0.01
Emessaging	\$0.013
TOTAL	\$0.0829

**If Customer wishes to not add Guarded Exchange Monitoring (GEX) to Customer's Applications suite, Customer needs to initial here: _____. If initialed, the Total for the offerings under this Second Amendment will be \$0.0629 per minute.*

6. Invoicing. 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 Second Amendment Effective Date, the following Applications are added to the Berkshire Contract:

SECURUS VIDEO CONNECT / CONNECTUS

Securus Video Connect ("SVC") is a web-based video conference system. SVC runs on the ConnectUs Service Platform ("ConnectUs"), a communications and services platform that allows for the consolidation of assorted activities in a single interface with a customized mix of applications ("ConnectUs Applications"). The configuration of SVC and ConnectUs ordered by Customer, its retail cost, and the length of time SVC sessions are stored is specified in the Securus Services Platform²:

Additional Connectus Applications may be deployed by mutual agreement of Provider and Customer. If applicable, Provider will deploy a Third Party Vendor Commissary Application, once an agreement has been executed by and between Provider and Customer's commissary operator for such application. Provider will not charge an integration fee, but Customer is responsible for any Jail Management System (JMS) and Commissary integration fees if charged by those providers.

Customer also agrees to implement the following additional requirements:

1. Customer agrees that SVC must be available for paid remote sessions seven days a week for a minimum of 80 hours per terminal per week.
2. Customer will allow incarcerated end users to conduct remote visits without quantity limits other than for disciplinary action for individual misbehavior.
3. All on-site 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 incarcerated end user per month, Provider and Customer agree to negotiate in good faith regarding additional compensation for Provider.

Ownership and Use. The SVC system and ConnectUs will at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the software and any copies, custom versions, modifications, or updates of the software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's applications, the SVC system, and

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

² Additional terminals may subsequently be deployed by mutual agreement of the parties.

Provider's other products and services (collectively, the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

Legality / Limited License Agreement: For services related to applications which may allow Customer to monitor and record SVC sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Customer may utilize settings to disable the monitoring and recording function to prevent monitoring and recording of private sessions (i.e., attorney client privileged communications, clergy visits, etc.) which will be Customer's sole responsibility to identify, approve and disable. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of SVC sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

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).


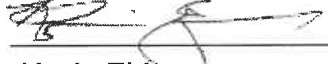
E. Disclaimer of Warranties. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE APPLICATIONS ARE PROVIDED "AS IS." PROVIDER AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT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

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

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

9. Except as expressly amended by this Second Amendment, all of the terms, conditions and provisions of the Berkshire 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 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><u>CUSTOMER:</u> Berkshire Sheriff's Office, MA</p> <p>By: </p> <p>Name: <u>BRAD M. LITTLE</u></p> <p>Title: <u>SUPERINTENDENT</u></p> <p>Date: <u>5/2/24</u></p>	<p><u>PROVIDER:</u> Securus Technologies, LLC</p> <p>By: </p> <p>Name: <u>Kevin Elder</u></p> <p>Title: <u>President</u></p> <p>Date: <u>4/26/2024</u></p>
---	--