

This Master Services Agreement (this "Agreement") is by and between the Carroll County Sheriff's Department ("Customer") and Evercom Systems, Inc., a Delaware corporation and a wholly owned subsidiary of Securus Holdings, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the last date signed by either party (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunication system, and provide telecommunications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Applications.** This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.
2. **Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of inmate related communications, including but not limited to voice, video and data (phone calls, video calls, messaging, prepaid calling cards, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents or subcontractors.
3. **Compensation.** Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.
4. **Term.** The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is forty-eight (48) months thereafter. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for one (1) successive period(s) of twelve (12) months. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
5. **Service Level Agreement and Limited Remedy.** We are committed to providing you with reliable, high quality Applications, and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.
6. **Software License.** We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our 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 our Applications, the System, and our other products and services (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.

8. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages 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 inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. Confidentiality and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection. Moreover, you acknowledge that the contents of this contract constitute proprietary trade secrets and represent that you have not disclosed the terms and conditions of this Agreement to anyone outside of your organization save your legal representative. You warrant that you will keep the terms and conditions of this Agreement confidential and, unless required by court order or statute, will not disclose such information without Provider's express written consent (except that you may disclose the contents of this Agreement to your attorney or tax advisor, if any, but only after informing those persons that they must keep confidential the information contained herein). Before complying with any such court order or statute, you agree to notify Provider so that it may assert any rights to non-disclosure that it may have under the applicable law.

10. Claims. To the fullest extent allowed by applicable law, each party agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties and/or covenants contained herein or (ii) the gross negligence or willful misconduct of, or intellectual property infringement or alleged intellectual property infringement by itself and/or its employees, agents, or contractors in the performance of this Agreement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics. The Provider agrees to indemnify the Customer against any and all damages, loss, cost, claim, liability, injury (to persons and property) and expense brought or claimed by third parties or the Customer's Facility (collectively, "Claims") arising out of or related to the Provider's failure to comply with the instruction it receives from the Customer, and all laws and regulations governing the Provider.

11. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the utilization of the Applications or System without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

12. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF

SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

14. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. No Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

19. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

Schedule
CARROLL COUNTY SHERIFF'S DEPARTMENT (TN)
ACCOUNT NUMBER A000598

This Schedule is between Evercom Systems, Inc., a Delaware corporation and a wholly owned subsidiary of Securus Holdings, Inc. ("we" or "Provider"), and the Carroll County Sheriff's Department ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides, through its centralized net centric, VOIP, digital transmitted system, automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP provides the capability to (a) monitor and record inmate calls, (b) mark certain numbers as private to disable the monitoring and recording function, (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

COMPENSATION:

Collect Calls. We will pay you commission (the "Commission") in the amount of the applicable Collect Commission Percentage (as specified in the chart below) of the applicable revenue base (as specified in the chart below) that we earn through the completion of collect calls placed from the Facilities. Gross Revenues shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

Signing Bonus. On the first day of the month following the installation of the System we will pay you a signing bonus in an amount equal to thirty-thousand and no/100 dollars (\$30,000.00). If the Agreement is terminated for any reason before the end of the initial Term, then you will refund to us an amount equal to the signing bonus times a fraction, the numerator of which is the number of months between the date of termination and the end of the initial Term, and the denominator of which is the number of months in the initial Term plus interest on the prorated amount in the amount of the lower of (a) fifteen percent (15%) per annum and (b) the maximum rate allowed by law. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you. All signing bonus payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Collect Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Carroll County Jail 200 Norandal Drive Huntington, TN 38344	SCP	57%	GROSS	Carroll County Sheriff's Dep't 126 W. Paris Huntington, TN 38344

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

WORKSTATION REQUIREMENTS

Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	Internet access

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATION(S)*."

1. Outage Report: Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@Evercom.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage. For your calls to Technical Support, the average monthly call answer time is generally 120 seconds or less.

2. Priority Classifications. Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

"Priority 1"	30% or more of the functionality of the System is adversely affected by the System Event.
"Priority 2"	5% - 29% of the functionality of the System is adversely affected by the System Event.
"Priority 3"	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. Response Times. After receipt notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. Response Process. In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. Performance of Service. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. End-User Billing Services and Customer Care. Our Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

PREPAID CALLING CARDS

DESCRIPTION:

Upon receipt of your written request, we will provide you with inmate Prepaid Calling Cards for resale to inmates at the Facilities specified in the chart below. Prepaid Calling Cards are not returnable or refundable; all sales are final. Each Prepaid Calling Cards will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If you authorize us, we will deal with your third party commissary operator ("Commissary Operator") for the sole purpose of selling Prepaid Calling Cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for Prepaid Calling Cards sold to Commissary Operator on your behalf.

TAXES:

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Provider will invoice Customer for each order of Prepaid Calling Cards. Customer agrees to pay invoice within thirty (30) days, including all applicable sales taxes and other regulatory charges. Customer may provide a Sales and Use Tax Resale Certificate to Provider stating that Customer will be responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will not charge applicable sales taxes on Customer invoices for Prepaid Calling Cards purchases.

COMPENSATION:

The face value of the Cards less the applicable percentage specified in the chart below plus any applicable sales tax and shipping charges shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then we reserve the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice price of the Cards plus any accrued interest from any amounts we owe you until paid in full. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the amounts owed exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice. All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless customer provides us a valid reseller's certificate before the time of sale.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Discount Percentage
Carroll County Jail 200 Norandal Drive Huntington, TN 38344	57%

CALLING RATES

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

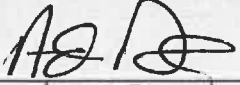

**Exhibit A: Customer Statement of Work
CARROLL COUNTY SHERIFF'S DEPARTMENT (TN)
ACCOUNT NUMBER A000598**

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Evercom Systems, Inc., a Delaware corporation and a Securus Holdings, Inc. company ("we" or "Provider"), and the Carroll County Sheriff's Department ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, up to 6 VPM sets, up to 5 S-Gate licenses, and storage for two (2) year/purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Schedule Effective Date.

<p>CUSTOMER: Carroll County Sheriff's Department</p> <p>By: <u></u> Name: <u>Andy Dickson</u> Title: <u>Sheriff</u></p>	<p>PROVIDER: Evercom Systems, Inc.</p> <p>By: <u></u> Name: Robert Pickens Title: Chief Operating Officer</p>
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Please return signed contract to:

**14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254**

Attention: Contracts Administrator

Phone: (972) 277-0410



14651 Dallas Parkway, Suite 600
Dallas, TX 75254-8815

February 20, 2014

Sheriff Andy Dickson
Carroll County Sheriff's Department
200 Norandal Drive
Huntington, TN 38344

Dear Sheriff Dickson:

Enclosed, please find an executed copy of the Second Amendment to the Master Services Agreement between Carroll County Sheriff's Department and SECURUS Technologies.

We would like to thank you at this time for continuing to choose SECURUS as your inmate phone provider.

Should you need further assistance, please contact your SECURUS Representative.

Joshua Conklin
VP of Sales
SECURUS Technologies
(972) 277-0312

CARROLL COUNTY SHERIFF'S DEPARTMENT (TN)

**SECOND AMENDMENT
TO
MASTER SERVICES AGREEMENT**

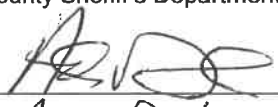
This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by a party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Carroll County Sheriff's Department ("you" or "Customer") and Securus Technologies, Inc. ("Provider", "we", or "Securus") dated November 29, 2010, as subsequently amended by that certain First Amendment dated January 30, 2013 (the Master Services Agreement and First Amendment collectively 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 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. Further, Section 4 of the Agreement is hereby amended to reflect that the Term shall be extended by sixty (60) months with a modified end date of November 29, 2019. 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. **Signing Bonus.** On the first day of the month following this Second Amendment Effective Date, we will pay you a one-time signing bonus of \$8,000.00. If the Agreement is terminated for any reason before the end of the Term, you will refund to us an amount equal to the signing bonus times a fraction, the numerator of which is the lesser of (i) the number of months between the date of termination and the end of the Term or (ii) sixty (60) months, and the denominator of which is sixty (60) months, plus interest on the prorated amount in the amount of the lower of (a) fifteen percent (15%) per annum and (b) the maximum rate allowed by law. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you. All signing bonus payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you. Customer acknowledges and understands that the signing bonus is a one-time payment, not a recurring or annual payment.
3. **Commissions.** Notwithstanding anything to the contrary contained in the Agreement, no commission shall be paid on revenues earned through the completion of interstate calls placed from the Facility(s).
4. **Video Visitation.** In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to the Agreement, Company will deploy a Video Visitation System at the Facilities during the Term of the Agreement as more fully set forth in Exhibit B, attached hereto and incorporated herein by reference.
5. 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.

EXECUTED as of the Second Amendment Effective Date.

CUSTOMER: Carroll County Sheriff's Department By: <u></u> Name: <u>Andy Dickson</u> Title: <u>Sheriff</u> Date: <u>1-23-2014</u>	PROVIDER: Securus Technologies, Inc. By: <u></u> Name: Robert Pickens Title: Chief Operating Officer Date: <u>2/19/14</u>
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

CARROLL COUNTY SHERIFF'S DEPARTMENT (TN)**SECOND AMENDMENT
TO
MASTER SERVICES AGREEMENT**

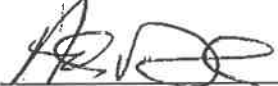
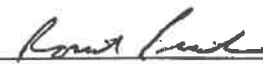
This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by a party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Carroll County Sheriff's Department ("you" or "Customer") and Securus Technologies, Inc. ("Provider", "we", or "Securus") dated November 29, 2010, as subsequently amended by that certain First Amendment dated January 30, 2013 (the Master Services Agreement and First Amendment collectively 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 Second Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- Term.** This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, Section 4 of the Agreement is hereby amended to reflect that the Term shall be extended by sixty (60) months with a modified end date of November 29, 2019. 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.
- Signing Bonus.** On the first day of the month following this Second Amendment Effective Date, we will pay you a one-time signing bonus of \$8,000.00. If the Agreement is terminated for any reason before the end of the Term, you will refund to us an amount equal to the signing bonus times a fraction, the numerator of which is the lesser of (i) the number of months between the date of termination and the end of the Term or (ii) sixty (60) months, and the denominator of which is sixty (60) months, plus interest on the prorated amount in the amount of the lower of (a) fifteen percent (15%) per annum and (b) the maximum rate allowed by law. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you. All signing bonus payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you. Customer acknowledges and understands that the signing bonus is a one-time payment, not a recurring or annual payment.
- Commissions.** Notwithstanding anything to the contrary contained in the Agreement, no commission shall be paid on revenues earned through the completion of interstate calls placed from the Facility(s).
- Video Visitation.** In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to the Agreement, Company will deploy a Video Visitation System at the Facilities during the Term of the Agreement as more fully set forth in Exhibit B, attached hereto and incorporated herein by reference.
- 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.

EXECUTED as of the Second Amendment Effective Date.

CUSTOMER: Carroll County Sheriff's Department By: <u></u> Name: <u>Andy Dreksen</u> Title: <u>Sheriff</u> Date: <u>1-23-2014</u>	PROVIDER: Securus Technologies, Inc. By: <u></u> Name: Robert Pickens Title: Chief Operating Officer Date: <u>2/19/14</u>
---	---

Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300





Exhibit B: SECURUS VIDEO VISITATION SCHEDULE CARROLL COUNTY SHERIFF'S DEPARTMENT (TN)

This Exhibit B is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider" or "Securus") and Carroll County Sheriff's Department ("you" or "Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Exhibit B shall be coterminous with the Agreement.

In addition to the Applications otherwise being provided to Customer pursuant to the Agreement, Provider shall deploy a Video Visitation System as specified in Attachment 1 at the Facility(s) named in the chart below during the Term of the Agreement.

SECURUS VIDEO VISITATION

TERMS:

The parties acknowledge that Securus Video Visitation sessions shall be limited to twenty (20) minute and forty (40) minute sessions and that a session fee of up to \$20.00 and \$40.00, respectively, plus applicable taxes/fees/surcharges, will apply to each remote Video Visitation session; provided, however, Provider reserves the right, at its sole option, to offer promotional pricing for as low as \$5.00 per session, and to extend the duration of visitation sessions. If Customer wishes to offer free sessions for any reason other than as allowed pursuant to the Agreement, a session fee of \$20.00 or \$40.00 per session, plus applicable taxes/fees/surcharges, will be deducted from monthly commission payments made to Customer. As used herein, "remote" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a terminal located on Customer's premises.

During the Term of this Agreement, Customer will utilize its best efforts to allow the full utilization of the Video Visitation System at the Facility for paid remote Video Visitation sessions, including without limitation:

1. Customer agrees that Video Visitation must be available for paid remote sessions seven (7) days a week for a minimum of eighty (80) hours per Video Visitation terminal per week.
2. For non-professional visitors, Customer will eliminate all face to face visitation through glass or otherwise at the Facility and will utilize video visitation for all non-professional on-site visitors.
3. Customer will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
4. Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants; and (c) issue a joint press release regarding the execution of this agreement by both parties.
5. All on-site Video Visitation sessions shall be required to be scheduled at least 24 hours in advance, where practicable, and shall not exceed two (2) free on-site visits per inmate per week. Once available, on-site visits in excess of the 2 free visits per inmate per week will be at the same session fee as remote sessions.
6. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at www.securustech.net.
7. Within six (6) months following deployment of the Video Visitation System, Customer shall endeavor to reach at least one (1) remote paid Video Visitation session per inmate per month.
8. Upon deployment of the Video Visitation System, Customer agrees to reduce on-site visitation availability to no more than twenty (20) hours per week and will further reduce on-site visitation hours over time to achieve minimum usage results of one (1) remote paid visit per inmate per month.

If applicable, all recorded Video Visitation sessions will have a standard retention of thirty (30) days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within thirty (30) days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after thirty (30) days.

COMPENSATION:

Provider shall pay Customer the commission percentage of session fees paid to Provider, excluding applicable taxes/fees/surcharges, for Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Commission"). Provider shall remit the Video Visitation Commission for a calendar month to Customer on or before the 30th day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Video Visitation	Video Visitation Commission Percentage (Paid Remote Video Visitation Only)
Carroll County Jail 200 Norandal Drive Huntington, TN 38344	Remote Paid	20%*

*During the first twenty-four (24) months following the deployment of the Video Visitation System, Provider will pay the 20% commission percentage for only those months during which the Facility has achieved 270 remote paid visits or greater. For any months where the Facility does not achieve the 270 remote paid threshold during this first 24-month period, Customer will receive no commission payment hereunder. Commencing upon the twenty-fifth (25th) month following deployment of the Video Visitation System, Provider shall pay twenty percent (20%) each month during the Term of the Agreement. Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays. It is Customer's responsibility to notify Provider in writing to effect the Video Visitation Commission payment. Changes will take effect on the first day of the month following receipt of written notice by Customer. Notice must be signed by a person who has binding authority for Customer and a copy delivered to:

SECURUS TECHNOLOGIES, INC.
CHIEF FINANCIAL OFFICER
14651 DALLAS PARKWAY, SIXTH FLOOR
DALLAS, TEXAS 75254

Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population ("ADP" count) and a minimum of one (1) remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than 180 per month, Provider reserves the right, no sooner than twelve (12) months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services.

Customer is responsible for all Jail Management System (JMS) and Commissary integration fees as well as electrical installation, unless otherwise specified in Attachment 1.

WARRANTY: Provider warrants that the services it provides as contemplated in and by this Exhibit will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Exhibit will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Exhibit, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components. This warranty shall be conditional on Customer's compliance with the provisions of this Warranty section.

Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

When applicable, Provider shall provide the required replacement parts and components free of charge.

THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SOFTWARE LICENSE: Provider grants Customer a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Video Visitation System (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that Provider implements in its discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. Customer is the license holder of any third-party software product Provider obtains on Customer's behalf. Customer authorizes Provider to provide or preinstall the third-party software and agree that Provider may agree to the third-party End User License Agreements on Customer's behalf. Customer's rights to use any third-party software product that Provider provides shall be limited by the terms of the underlying license that Provider obtained for such product. The Software is to be used solely for Customer's internal business purposes in connection with the Video Visitation system at the Facilities. Customer will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software,

(ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Provider did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Provider is not liable with regard to any Software that Customer uses in a prohibited manner.

OWNERSHIP AND USE. The Video Visitation System and Software shall 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 Video Visitation System, and Provider's other products and services (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 inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. 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 inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

IN WITNESS WHEREOF, the parties have caused this Video Visitation Exhibit to be executed as of the Second Amendment Effective Date by their duly authorized representatives.

CUSTOMER: Carroll County Sheriff's Department By: _____ Name: _____ Title: _____ Date: _____	PROVIDER: Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: Chief Operating Officer Date: _____
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**Video Visitation Schedule
CARROLL COUNTY SHERIFF'S DEPARTMENT (TN)**

**Attachment 1
Securus Video Visitation Pricing**

Type	Description	One Time/ Recurring	QTY	Total	Responsible Party
Installation and Implementation	Network Wiring Installation	One time		\$0.00	Customer
	Electrical Wiring Installation	One time		\$0.00	Customer
	JMS Provider Fees	One time		\$0.00	Customer
	Software Application Setup, including JMS import mapping	One time	1	\$5,875.00	
	• Emergency Call Application Setup	One time		\$0.00	
	• Inmate Information Application Setup	One time	1	\$3,975.00	
	• Commissary Ordering Application Setup	One time	1	\$3,975.00	
	• Sick Form Application Setup	One time	1	\$3,975.00	
Hardware	Video Visitation Terminals – single handset (inmate side)	One time	13	\$52,000.00	
	Video Visitation Terminals – single handset (visitor side)	One time	5	\$20,000.00	
	Video Visitation Terminals – dual handset kit (visitor side)	One time	5	\$1,250.00	
	Recording	30 Day Purge		\$0.00	
	Total Video Visitation Terminal Installation	One time	18	\$9,000.00	
	Annual Terminal Extended Hardware Maintenance (optional)	Recurring	18	\$3,582.00	
Software	Software Licensing Fee	Recurring	18	\$6,480.00	
	• Securus Video Visitation	Recurring		\$0.00	
	• Inmate Information	Recurring		\$0.00	
	• Commissary Ordering	Recurring		\$0.00	
	• Sick Form	Recurring		\$0.00	
	Software Maintenance Fee	Recurring		\$0.00	
Misc.	Miscellaneous				
	• Training	Per day	2	\$4,000.00	
	• Mobile Cart, including UPS Battery Back Up	One time	1	\$1,440.00	
	Term	Re-occurring	5	\$50,310.00	
	Total Value:			\$155,800.00	
	Securus Discount:			\$155,800.00	
	Customer Pays:			\$0.00	

* If the Agreement is terminated for any reason before the end of the Term, Customer will refund to Provider the prorated amount of the Video Visitation system expense, as set forth in the chart hereinabove. Customer shall pay any such refund within ten (10) days after any such termination, or at Provider's election, it may deduct the refund from any Commission owed to Customer.

**Memorandum of Understanding
COVID-19 Response
CARROLL COUNTY (TN)**

This Memorandum of Understanding ("MOU") is effective as of the last date of signature ("MOU Effective Date") and amends and supplements the current agreement for inmate communications services by and between Securus Technologies, LLC ("we," "us," or "Provider") and Carroll County Sheriff's Office ("you" or "Customer") (the "Agreement"). As of the MOU Effective Date, this MOU supersedes and replaces the parties' March 24, 2020 COVID-19 Response MOU.

WHEREAS, Customer and Provider are parties to the Agreement and desire to temporarily amend the terms as stated herein;

WHEREAS, Customer has requested to make certain temporary changes to certain of Provider's systems in response to disruptions being caused by the spread of the COVID-19 Coronavirus, and Provider agrees to make such changes;

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

1. **Term.** This MOU is intended as a temporary amendment to the Agreement in response to disruptions being caused by the spread of the COVID-19 Coronavirus.¹ Accordingly, this MOU shall commence on the MOU Effective Date and shall remain in effect until the earlier of the end of the applicable "stay home" order or 30 days from the last date signed by either party (the "Term"). This MOU may only be extended by mutual consent of the parties. Moreover, either party may terminate this MOU at any time for any reason. In the event this MOU is terminated, the parties will coordinate in good faith regarding the process of reversing the changes contemplated by this MOU.
2. **Changes to Pricing and Billing.** As soon as is practicable, during the Term of this MOU, Provider agrees to make the following changes to its pricing and billing procedures:
 - a. Provider will provide two free 15-minute phone calls per inmate per week, provided that, for any given account, if the free phone calls are not used during that week, the end user will not retain such free calls for that account whenever the next distribution of free phone calls occurs.
 - b. For each free phone call provided and used pursuant to this MOU, Customer will assist Provider with bearing the cost by paying Provider \$0.025 per minute of each such call, which will be deducted from compensation otherwise owed from Provider to Customer pursuant to the Agreement. Alternatively, or, in the event the compensation owed to Customer is less than Customer's cost of the free calls provided and used pursuant to this MOU, Customer may be sent an invoice, which will be due and payable within 30 days after the invoice date.
3. **Status Update.** On or about 21 days after the implementation of the changes described in this MOU, Provider and Customer will confer in good faith regarding the impact of these changes and to discuss any further suggested changes.
4. **MOU Confidentiality.** Customer will not issue any press release or other public statement regarding the financial terms contemplated by this MOU unless mutually agreed upon by Provider and Customer, provided, however, this will not prohibit Customer from making any general statements about its coronavirus response plan and benefits to affected inmates.
5. **Additional Changes to Pricing and Billing.** During the Term of this MOU, the parties agree that additional changes in addition to those described in Section 2 of this MOU may be made by mutual documented consent. Any such changes will terminate upon the termination of this MOU.
6. Except as expressly amended by this MOU, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

CUSTOMER: Carroll County Sheriff's Office By:  Name: <u>Joseph G. Butler</u> Title: <u>Carroll County Mayor</u> Date: <u>2/13/2020</u>	PROVIDER: Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By:  Name: <u>Russell Roberts</u> Title: <u>Chief Growth Officer</u> Date: <u>7/14/20</u>
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¹ Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

**FOURTH AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **FOURTH AMENDMENT** ("Fourth Amendment") is effective as of the last date signed by either party ("Fourth Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Carroll County Sheriff's Department ("you" or "Customer") dated November 29, 2010, as subsequently amended (collectively, 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 Fourth Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- Term. This Fourth Amendment shall commence on the Fourth 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.
- Additional Application for ConnectUs Inmate Service Platform. Provider will modify the ConnectUs Inmate Service Platform to add the Law Library Application at no cost to Customer.
- Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address: 4000 International Parkway Carrollton, Texas 75007 Attention: General Counsel Phone: (972) 277-0335	Payment Address: 4000 International Parkway Carrollton, Texas 75007 Attention: Accounts Payable Phone: (972) 277-0335
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- Except as expressly amended by this Fourth Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Fourth Amendment Effective Date.

<p><u>CUSTOMER:</u> Carroll County Sheriff's Department</p> <p>By: </p> <p>Name: <u>Joseph G. Burnett</u></p> <p>Title: <u>Carroll County Mayor</u></p> <p>Date: <u>9/27/19</u></p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: </p> <p>Name: Robert E. Pickens</p> <p>Title: President and Chief Executive Officer</p> <p>Date: <u>10-7-19</u></p>
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Please return signed contract to:

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

RECEIVED
10-4-19

Exhibit B: SECURUS VIDEO VISITATION SCHEDULE CARROLL COUNTY SHERIFF'S DEPARTMENT (TN)

This Exhibit B is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider" or "Securus") and Carroll County Sheriff's Department ("you" or "Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Exhibit B shall be coterminous with the Agreement.

In addition to the Applications otherwise being provided to Customer pursuant to the Agreement, Provider shall deploy a Video Visitation System as specified in Attachment 1 at the Facility(s) named in the chart below during the Term of the Agreement.

SECURUS VIDEO VISITATION

TERMS:

The parties acknowledge that Securus Video Visitation sessions shall be limited to twenty (20) minute and forty (40) minute sessions and that a session fee of up to \$20.00 and \$40.00, respectively, plus applicable taxes/fees/surcharges, will apply to each remote Video Visitation session; provided, however, Provider reserves the right, at its sole option, to offer promotional pricing for as low as \$5.00 per session, and to extend the duration of visitation sessions. If Customer wishes to offer free sessions for any reason other than as allowed pursuant to the Agreement, a session fee of \$20.00 or \$40.00 per session, plus applicable taxes/fees/surcharges, will be deducted from monthly commission payments made to Customer. As used herein, "remote" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a terminal located on Customer's premises.

During the Term of this Agreement, Customer will utilize its best efforts to allow the full utilization of the Video Visitation System at the Facility for paid remote Video Visitation sessions, including without limitation:

1. Customer agrees that Video Visitation must be available for paid remote sessions seven (7) days a week for a minimum of eighty (80) hours per Video Visitation terminal per week.
2. For non-professional visitors, Customer will eliminate all face to face visitation through glass or otherwise at the Facility and will utilize video visitation for all non-professional on-site visitors.
3. Customer will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
4. Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants; and (c) issue a joint press release regarding the execution of this agreement by both parties.
5. All on-site Video Visitation sessions shall be required to be scheduled at least 24 hours in advance, where practicable, and shall not exceed two (2) free on-site visits per inmate per week. Once available, on-site visits in excess of the 2 free visits per inmate per week will be at the same session fee as remote sessions.
6. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at www.securustech.net.
7. Within six (6) months following deployment of the Video Visitation System, Customer shall endeavor to reach at least one (1) remote paid Video Visitation session per inmate per month.
8. Upon deployment of the Video Visitation System, Customer agrees to reduce on-site visitation availability to no more than one (1) hour per inmate per week in compliance with Tennessee state standards.

If applicable, all recorded Video Visitation sessions will have a standard retention of thirty (30) days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within thirty (30) days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after thirty (30) days.

COMPENSATION:

Provider shall pay Customer the commission percentage of session fees paid to Provider, excluding applicable taxes/fees/surcharges, for Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Commission"). Provider shall remit the Video Visitation Commission for a calendar month to Customer on or before the 30th day of the following calendar month in which the paid remote Video Visitation sessions were held (the

"Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Video Visitation	Video Visitation Commission Percentage (Paid Remote Video Visitation Only)
Carroll County Jail 200 Norandal Drive Huntington, TN 38344	Remote Paid	20%*

*During the first twenty-four (24) months following the deployment of the Video Visitation System, Provider will pay the 20% commission percentage for only those months during which the Facility has achieved 270 remote paid visits or greater. For any months where the Facility does not achieve the 270 remote paid threshold during this first 24-month period, Customer will receive no commission payment hereunder. Commencing upon the twenty-fifth (25th) month following deployment of the Video Visitation System, Provider shall pay twenty percent (20%) each month during the Term of the Agreement. Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays. It is Customer's responsibility to notify Provider in writing to effect the Video Visitation Commission payment. Changes will take effect on the first day of the month following receipt of written notice by Customer. Notice must be signed by a person who has binding authority for Customer and a copy delivered to:

SECURUS TECHNOLOGIES, INC.
CHIEF FINANCIAL OFFICER
14651 DALLAS PARKWAY, SIXTH FLOOR
DALLAS, TEXAS 75254

Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population ("ADP" count) and a minimum of one (1) remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than 180 per month, Provider reserves the right, no sooner than twelve (12) months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services.

Customer is responsible for all Jail Management System (JMS) and Commissary integration fees as well as electrical installation, unless otherwise specified in Attachment 1.

WARRANTY: Provider warrants that the services it provides as contemplated in and by this Exhibit will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Exhibit will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Exhibit, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components. This warranty shall be conditional on Customer's compliance with the provisions of this Warranty section.

Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

When applicable, Provider shall provide the required replacement parts and components free of charge.

THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

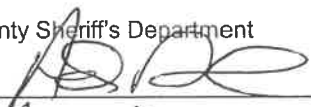
SOFTWARE LICENSE: Provider grants Customer a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Video Visitation System (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that Provider implements in its discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. Customer is the license holder of any third-party software product Provider obtains on Customer's behalf. Customer authorizes Provider to provide or preinstall the third-party software and agree that Provider may agree to the third-party End User License Agreements on Customer's behalf. Customer's rights to use any third-party software product that Provider provides shall be limited by the terms of the underlying license that Provider obtained for such

product. The Software is to be used solely for Customer's internal business purposes in connection with the Video Visitation system at the Facilities. Customer will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Provider did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Provider is not liable with regard to any Software that Customer uses in a prohibited manner.

OWNERSHIP AND USE. The Video Visitation System and Software shall 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 Video Visitation System, and Provider's other products and services (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 inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. 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 inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

IN WITNESS WHEREOF, the parties have caused this Video Visitation Exhibit to be executed as of the Second Amendment Effective Date by their duly authorized representatives.

CUSTOMER: Carroll County Sheriff's Department By:  Name: <u>Andy Dickson</u> Title: <u>Sheriff</u> Date: <u>1-23-2014</u>	PROVIDER: Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: Chief Operating Officer Date: _____
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**Video Visitation Schedule
CARROLL COUNTY SHERIFF'S DEPARTMENT (TN)**

**Attachment 1
Securus Video Visitation Pricing**

Type	Description	One Time/ Recurring	QTY	Total	Responsible Party
Installation and Implementation	Network Wiring Installation	One time		\$0.00	Customer
	Electrical Wiring Installation	One time		\$0.00	Customer
	JMS Provider Fees	One time		\$0.00	Customer
	Software Application Setup, including JMS import mapping	One time	1	\$5,875.00	
	• Emergency Call Application Setup	One time		\$0.00	
	• Inmate Information Application Setup	One time	1	\$3,975.00	
	• Commissary Ordering Application Setup	One time	1	\$3,975.00	
	• Sick Form Application Setup	One time	1	\$3,975.00	
Hardware	Video Visitation Terminals – single handset (inmate side)	One time	13	\$52,000.00	
	Video Visitation Terminals – single handset (visitor side)	One time	5	\$20,000.00	
	Video Visitation Terminals – dual handset kit (visitor side)	One time	5	\$1,250.00	
	Recording	30 Day Purge		\$0.00	
	Total Video Visitation Terminal Installation	One time	18	\$9,000.00	
	Annual Terminal Extended Hardware Maintenance (optional)	Recurring	18	\$3,582.00	
Software	Software Licensing Fee	Recurring	18	\$6,480.00	
	• Securus Video Visitation	Recurring		\$0.00	
	• Inmate Information	Recurring		\$0.00	
	• Commissary Ordering	Recurring		\$0.00	
	• Sick Form	Recurring		\$0.00	
	Software Maintenance Fee	Recurring		\$0.00	
Misc.	Miscellaneous				
	• Training	Per day	2	\$4,000.00	
	• Mobile Cart, including UPS Battery Back Up	One time	1	\$1,440.00	
	Term	Re-occurring	5	\$50,310.00	
	Total Value:			\$155,800.00	
	Securus Discount:			\$155,800.00	
	Customer Pays:			\$0.00	

* If the Agreement is terminated for any reason before the end of the Term, Customer will refund to Provider the prorated amount of the Video Visitation system expense, as set forth in the chart hereinabove. Customer shall pay any such refund within ten (10) days after any such termination, or at Provider's election, it may deduct the refund from any Commission owed to Customer.

Exhibit B: SECURUS VIDEO VISITATION SCHEDULE CARROLL COUNTY SHERIFF'S DEPARTMENT (TN)

This Exhibit B is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider" or "Securus") and Carroll County Sheriff's Department ("you" or "Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Exhibit B shall be coterminous with the Agreement.

In addition to the Applications otherwise being provided to Customer pursuant to the Agreement, Provider shall deploy a Video Visitation System as specified in Attachment 1 at the Facility(s) named in the chart below during the Term of the Agreement.

SECURUS VIDEO VISITATION

TERMS:

The parties acknowledge that Securus Video Visitation sessions shall be limited to twenty (20) minute and forty (40) minute sessions and that a session fee of up to \$20.00 and \$40.00, respectively, plus applicable taxes/fees/surcharges, will apply to each remote Video Visitation session; provided, however, Provider reserves the right, at its sole option, to offer promotional pricing for as low as \$5.00 per session, and to extend the duration of visitation sessions. If Customer wishes to offer free sessions for any reason other than as allowed pursuant to the Agreement, a session fee of \$20.00 or \$40.00 per session, plus applicable taxes/fees/surcharges, will be deducted from monthly commission payments made to Customer. As used herein, "remote" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a terminal located on Customer's premises.

During the Term of this Agreement, Customer will utilize its best efforts to allow the full utilization of the Video Visitation System at the Facility for paid remote Video Visitation sessions, including without limitation:

1. Customer agrees that Video Visitation must be available for paid remote sessions seven (7) days a week for a minimum of eighty (80) hours per Video Visitation terminal per week.
2. For non-professional visitors, Customer will eliminate all face to face visitation through glass or otherwise at the Facility and will utilize video visitation for all non-professional on-site visitors.
3. Customer will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
4. Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants; and (c) issue a joint press release regarding the execution of this agreement by both parties.
5. All on-site Video Visitation sessions shall be required to be scheduled at least 24 hours in advance, where practicable, and shall not exceed two (2) free on-site visits per inmate per week. Once available, on-site visits in excess of the 2 free visits per inmate per week will be at the same session fee as remote sessions.
6. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at www.securustech.net.
7. Within six (6) months following deployment of the Video Visitation System, Customer shall endeavor to reach at least one (1) remote paid Video Visitation session per inmate per month.
8. Upon deployment of the Video Visitation System, Customer agrees to reduce on-site visitation availability to no more than one (1) hour per inmate per week in compliance with Tennessee state standards.

If applicable, all recorded Video Visitation sessions will have a standard retention of thirty (30) days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within thirty (30) days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after thirty (30) days.

COMPENSATION:

Provider shall pay Customer the commission percentage of session fees paid to Provider, excluding applicable taxes/fees/surcharges, for Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Commission"). Provider shall remit the Video Visitation Commission for a calendar month to Customer on or before the 30th day of the following calendar month in which the paid remote Video Visitation sessions were held (the

"Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Video Visitation	Video Visitation Commission Percentage (Paid Remote Video Visitation Only)
Carroll County Jail 200 Norandal Drive Huntington, TN 38344	Remote Paid	20%*

*During the first twenty-four (24) months following the deployment of the Video Visitation System, Provider will pay the 20% commission percentage for only those months during which the Facility has achieved 270 remote paid visits or greater. For any months where the Facility does not achieve the 270 remote paid threshold during this first 24-month period, Customer will receive no commission payment hereunder. Commencing upon the twenty-fifth (25th) month following deployment of the Video Visitation System, Provider shall pay twenty percent (20%) each month during the Term of the Agreement. Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays. It is Customer's responsibility to notify Provider in writing to effect the Video Visitation Commission payment. Changes will take effect on the first day of the month following receipt of written notice by Customer. Notice must be signed by a person who has binding authority for Customer and a copy delivered to:

SECURUS TECHNOLOGIES, INC.
CHIEF FINANCIAL OFFICER
14651 DALLAS PARKWAY, SIXTH FLOOR
DALLAS, TEXAS 75254

Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population ("ADP" count) and a minimum of one (1) remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than 180 per month, Provider reserves the right, no sooner than twelve (12) months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services.

Customer is responsible for all Jail Management System (JMS) and Commissary integration fees as well as electrical installation, unless otherwise specified in Attachment 1.

WARRANTY: Provider warrants that the services it provides as contemplated in and by this Exhibit will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Exhibit will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Exhibit, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components. This warranty shall be conditional on Customer's compliance with the provisions of this Warranty section.

Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

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EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



SOFTWARE LICENSE: Provider grants Customer a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Video Visitation System (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that Provider implements in its discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. Customer is the license holder of any third-party software product Provider obtains on Customer's behalf. Customer authorizes Provider to provide or preinstall the third-party software and agree that Provider may agree to the third-party End User License Agreements on Customer's behalf. Customer's rights to use any third-party software product that Provider provides shall be limited by the terms of the underlying license that Provider obtained for such

product. The Software is to be used solely for Customer's internal business purposes in connection with the Video Visitation system at the Facilities. Customer will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Provider did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Provider is not liable with regard to any Software that Customer uses in a prohibited manner.

OWNERSHIP AND USE. The Video Visitation System and Software shall 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 Video Visitation System, and Provider's other products and services (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 inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. 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 inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

IN WITNESS WHEREOF, the parties have caused this Video Visitation Exhibit to be executed as of the Second Amendment Effective Date by their duly authorized representatives.

<p>CUSTOMER:</p> <p>Carroll County Sheriff's Department</p> <p>By: <u></u></p> <p>Name: <u>Andy Dickson</u></p> <p>Title: <u>Sheriff</u></p> <p>Date: <u>1-23-2014</u></p>	<p>PROVIDER:</p> <p>Securus Technologies, Inc.</p> <p>By: <u></u></p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p> <p>Date: <u>2/19/14</u></p>
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**Video Visitation Schedule
CARROLL COUNTY SHERIFF'S DEPARTMENT (TN)**

**Attachment 1
Securus Video Visitation Pricing**

Type	Description	One Time/ Recurring	QTY	Total	Responsible Party
Installation and Implementation	Network Wiring Installation	One time		\$0.00	Customer
	Electrical Wiring Installation	One time		\$0.00	Customer
	JMS Provider Fees	One time		\$0.00	Customer
	Software Application Setup, including JMS import mapping	One time	1	\$5,875.00	
	• Emergency Call Application Setup	One time		\$0.00	
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	• Commissary Ordering Application Setup	One time	1	\$3,975.00	
	• Sick Form Application Setup	One time	1	\$3,975.00	
Hardware	Video Visitation Terminals – single handset (inmate side)	One time	13	\$52,000.00	
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	Video Visitation Terminals – dual handset kit (visitor side)	One time	5	\$1,250.00	
	Recording	30 Day Purge		\$0.00	
	Total Video Visitation Terminal Installation	One time	18	\$9,000.00	
	Annual Terminal Extended Hardware Maintenance (optional)	Recurring	18	\$3,582.00	
Software	Software Licensing Fee	Recurring	18	\$6,480.00	
	• Securus Video Visitation	Recurring		\$0.00	
	• Inmate Information	Recurring		\$0.00	
	• Commissary Ordering	Recurring		\$0.00	
	• Sick Form	Recurring		\$0.00	
	Software Maintenance Fee	Recurring		\$0.00	
Misc.	Miscellaneous				
	• Training	Per day	2	\$4,000.00	
	• Mobile Cart, including UPS Battery Back Up	One time	1	\$1,440.00	
	Term	Re-occurring	5	\$50,310.00	
	Total Value:			\$155,800.00	
	Securus Discount:			\$155,800.00	
	Customer Pays:			\$0.00	

* If the Agreement is terminated for any reason before the end of the Term, Customer will refund to Provider the prorated amount of the Video Visitation system expense, as set forth in the chart hereinabove. Customer shall pay any such refund within ten (10) days after any such termination, or at Provider's election, it may deduct the refund from any Commission owed to Customer.

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SECURUS VIDEO VISITATION

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CHIEF FINANCIAL OFFICER
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DALLAS, TEXAS 75254

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EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



SOFTWARE LICENSE: Provider grants Customer a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Video Visitation System (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that Provider implements in its discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. Customer is the license holder of any third-party software product Provider obtains on Customer's behalf. Customer authorizes Provider to provide or preinstall the third-party software and agree that Provider may agree to the third-party End User License Agreements on Customer's behalf. Customer's rights to use any third-party software product that Provider provides shall be limited by the terms of the underlying license that Provider obtained for such

product. The Software is to be used solely for Customer's internal business purposes in connection with the Video Visitation system at the Facilities. Customer will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Provider did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Provider is not liable with regard to any Software that Customer uses in a prohibited manner.

OWNERSHIP AND USE. The Video Visitation System and Software shall 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 Video Visitation System, and Provider's other products and services (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 inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. 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 inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

IN WITNESS WHEREOF, the parties have caused this Video Visitation Exhibit to be executed as of the Second Amendment Effective Date by their duly authorized representatives.

CUSTOMER: Carroll County Sheriff's Department By: <u></u> Name: <u>Andy Dickson</u> Title: <u>Sheriff</u> Date: <u>1-23-2014</u>	PROVIDER: Securus Technologies, Inc. By: <u></u> Name: Robert Pickens Title: Chief Operating Officer Date: <u>2/19/14</u>
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**Video Visitation Schedule
CARROLL COUNTY SHERIFF'S DEPARTMENT (TN)**

**Attachment 1
Securus Video Visitation Pricing**

Type	Description	One Time/ Recurring	QTY	Total	Responsible Party
Installation and Implementation	Network Wiring Installation	One time		\$0.00	Customer
	Electrical Wiring Installation	One time		\$0.00	Customer
	JMS Provider Fees	One time		\$0.00	Customer
	Software Application Setup, including JMS import mapping	One time	1	\$5,875.00	
	• Emergency Call Application Setup	One time		\$0.00	
	• Inmate Information Application Setup	One time	1	\$3,975.00	
	• Commissary Ordering Application Setup	One time	1	\$3,975.00	
	• Sick Form Application Setup	One time	1	\$3,975.00	
Hardware	Video Visitation Terminals – single handset (inmate side)	One time	13	\$52,000.00	
	Video Visitation Terminals – single handset (visitor side)	One time	5	\$20,000.00	
	Video Visitation Terminals – dual handset kit (visitor side)	One time	5	\$1,250.00	
	Recording	30 Day Purge		\$0.00	
	Total Video Visitation Terminal Installation	One time	18	\$9,000.00	
	Annual Terminal Extended Hardware Maintenance (optional)	Recurring	18	\$3,582.00	
Software	Software Licensing Fee	Recurring	18	\$6,480.00	
	• Securus Video Visitation	Recurring		\$0.00	
	• Inmate Information	Recurring		\$0.00	
	• Commissary Ordering	Recurring		\$0.00	
	• Sick Form	Recurring		\$0.00	
	Software Maintenance Fee	Recurring		\$0.00	
Misc.	Miscellaneous				
	• Training	Per day	2	\$4,000.00	
	• Mobile Cart, including UPS Battery Back Up	One time	1	\$1,440.00	
	Term	Re-occurring	5	\$50,310.00	
	Total Value:			\$155,800.00	
	Securus Discount:			\$155,800.00	
	Customer Pays:			\$0.00	

* If the Agreement is terminated for any reason before the end of the Term, Customer will refund to Provider the prorated amount of the Video Visitation system expense, as set forth in the chart hereinabove. Customer shall pay any such refund within ten (10) days after any such termination, or at Provider's election, it may deduct the refund from any Commission owed to Customer.

CARROLL COUNTY SHERIFF'S DEPARTMENT (TN)

**THIRD AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **THIRD AMENDMENT** ("Third Amendment") is effective as of the last date signed by a party ("Third Amendment Effective Date") and amends and supplements that certain Master Services Agreement dated November 29, 2010, by and between Carroll County Sheriff's Department ("you" or "Customer") and Securus Technologies, Inc. ("Provider", "we", or "Securus"), as subsequently amended by that certain First Amendment dated January 30, 2013, and Second Amendment dated February 19, 2014 (collectively the "Agreement").

WHEREAS, the parties desire and agree to amend the Agreement to implement additional applications as more fully set forth herein;

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

1. **TERM.** This Third Amendment shall commence on the Third Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, Section 4 of the Agreement is hereby amended to reflect that the Term shall be extended by twelve (12) months with a modified end date of November 29, 2020. 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. **SECURUS VIDEO VISITATION – Revised Terms.**

The provisions numbered 1 – 8 in Exhibit B on page 2 of the Second Amendment are hereby deleted and replaced with the following:

1. Customer agrees that Video Visitation must be available for paid remote sessions seven (7) days a week for a minimum of eighty (80) hours per Video Visitation terminal per week.
2. Customer shall allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
3. Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants; and (c) issue a joint press release regarding the execution of this agreement by both parties.
4. All on-site Video Visitation sessions shall be required to be scheduled at least 24 hours in advance, where practicable.
5. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at www.securustech.net.
6. Within six (6) months following deployment of the Video Visitation System, Customer shall endeavor to reach at least one (1) remote paid Video Visitation session per inmate per month.

3. **CONNECTUS INMATE SERVICE PLATFORM.** The following Application is hereby added to the Agreement:

CONNECTUS INMATE SERVICE PLATFORM

Provider will install and provision the Provider's ConnectUs Inmate Service Platform, which shall be configured with the applications set forth in the Schedule for ConnectUs Inmate Service Platform, attached hereto and incorporated herein by reference.

4. Except as expressly amended by this Third Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Third Amendment Effective Date.

CUSTOMER:

Carroll County Sheriff's Department

By: Kenny Mc Bride
Name: Kenny Mc Bride
Title: County Mayor
Date: 7-17-15

PROVIDER:

Securus Technologies, Inc.

By: Robert Pickens
Name: Robert Pickens
Title: President
Date: 7/31/15

Please return signed contract to:

**14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300**

**Schedule: ConnectUs Inmate Service Platform
CARROLL COUNTY SHERIFF'S DEPARTMENT (TN)**

This Schedule is between Securus Technologies, Inc. ("Provider"), and Carroll County Sheriff's Department ("Customer") and is part of and governed by the Master Services Agreement (the "Agreement") between the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement.

CONNECTUS INMATE SERVICE PLATFORM

DESCRIPTION:

ConnectUs Inmate Service Platform. 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 ("Applications"). ConnectUs allows inmates to use multiple Applications at the same time and automatically prioritizes scheduled communications events to take precedence over non-scheduled events.

GENERAL TERMS AND CONDITIONS:

1. PROVISION OF SERVICE

Provider will make the following Services available to Customer through its ConnectUs Inmate Service Platform (collectively, the "Service") at the Facility(s) named in the chart below during the Term of the Agreement, subject to the terms of the Agreement, this Schedule and each mutually acceptable written ordering document for the Service executed by both Customer and Provider (each, a "Sales Order Form"):

Inmate Forms (Grievance) Application

Provider will deploy the Inmate Forms (Grievance) Application on up to 13 Inmate side terminals. The Inmate Forms (Grievance) Application facilitates the systematic receipt, routing and categorization of grievance situations and offers a tracking system that improves response times and metrics useful in assessments and resource allocations. Provider will retain and provide Customer access to the data for the term of the Agreement.

Inmate Handbook Application (.PDF)

Provider will deploy the Inmate Handbook Application (.PDF) in lieu of the Inmate Information Application, which is currently available on the legacy Video Visitation System, on up to 13 inmate side terminals. The ConnectUs Inmate Handbook Application publishes common PDF documents to inmates (e.g., the Inmate Handbook) for up-to-date access to Customer information.

Third Party Vendor Commissary Application

Provider will deploy a Third Party Vendor Commissary Application on up to 13 terminals, once an agreement has been executed by and between Provider and Customer's commissary operator for such application. The ConnectUs Third Party Vendor Commissary Application is designed to assist Customer in making available to inmates a display icon to Customer's third party commissary vendor websites to enable an automated means for inmates to order commissary goods.

Facility Name and Address
Carroll County Jail 200 Norandal Drive Huntington, TN 38344

2. GRANT OF RIGHTS; OWNERSHIP OF PROPERTY; USE AND RESTRICTIONS

- 2.1 Grant of Rights.** Subject to the terms of the Agreement and this Schedule: (a) Provider hereby grants Customer a non-exclusive, non-transferable right during the Term of the Agreement to access and use the Service solely for Customer's internal business purposes as contemplated herein, subject to the Service scope and pricing specified herein and the applicable Sales Order Form; and (b) Customer hereby grants Provider a non-exclusive, non-transferable right to use the electronic data specifically pertaining to Customer and/or its users that is submitted into the Service (collectively, "Customer Data") as necessary for the limited purpose of performing the Service.
- 2.2 Ownership.** Provider and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "Provider Property"): (a) the Service and all other software, hardware, technology, documentation, and information provided by Provider in connection with the Service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Provider during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by Provider in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Customer's rights in connection with the Provider Property. Customer owns and retains all right, title, and interest in and to the Customer Data and all intellectual property rights

therein. Except as otherwise expressly authorized herein or by Customer in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Provider's rights in connection with the Customer Data.

2.3 Use and Restrictions.

- (a) Except as expressly permitted under the Agreement or this Schedule, Customer shall not directly or indirectly do any of the following: (i) access, use, sell, distribute, sublicense, or commercially exploit any Provider Property or any rights under the Agreement, including without limitation any access or use of any Provider Property; (ii) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the Service; (iii) copy, modify, or prepare derivative works based on Provider Property; (iv) reverse engineer, decompile, disassemble, or attempt to derive source code from any Provider Property; or (v) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Provider Property.
- (b) At Provider's sole and reasonable discretion, certain of the selected Applications will be made available only during times which would not otherwise interfere with the use of Provider's revenue generating Applications and services.
- (c) Applications ordered by Customer may be disabled by Customer at any time during the Term of the Agreement upon written notice to Provider by an authorized representative of Customer; provided, however, Customer shall remain responsible for paying the Annual Subscription and Hosting Fee according to the Agreement, this Schedule and Sales Order Form(s), unless otherwise agreed by both parties pursuant to a written and signed amendment.
- (d) Provider may deny the publication of certain documents, videos or forms in connection with the Service, if in Provider's sole and reasonable discretion, such materials are in conflict with the provision of Provider's Service hereunder.
- (e) Customer shall allow Provider to display videos, documents and digital messages to inmates through ConnectUs to promote Provider's new and existing services, products and features.
- (f) 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.

3. [RESERVED]

4. WARRANTIES AND LIMITATIONS

4.1 Service Warranties.

- (a) Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components.
- (b) Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Provider make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

4.2 Limitation of Warranty.

- (a) THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.
- (b) EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.3 Professional Responsibility. As between Customer and Provider, Customer assumes full responsibility for the use of information provided through the Application(s) for patient care. Clinical information, if any, in the Applications is intended as a supplement to, and not a substitute for, the knowledge, expertise, and judgment of professional personnel. Customer acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Provider disclaims liability for the use of any information provided by, or results obtained from, the Applications used by professional personnel. Provider, its affiliates and licensors, are not liable for actions of Customer or its authorized users, which may result in any liability due to malpractice or failure to warn. Provider provides no medical or other professional advice in connection with the Applications and the information contained therein. The parties acknowledge that a licensed professional is responsible for independently reaching any medical or other professional judgment and for any resulting diagnosis and treatments, notwithstanding any use of the Applications by such professional.

EXECUTED as of the Third Amendment Effective Date.

<u>CUSTOMER:</u> Carroll County Sheriff's Department By: <u>Kenny Mc Bride</u> Name: <u>Kenny Mc Bride</u> Title: <u>County Mayor</u>	<u>PROVIDER:</u> Securus Technologies, Inc. By: <u>Robert Pickens</u> Name: Robert Pickens Title: President
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CARROLL COUNTY SHERIFF'S DEPARTMENT (TN)

SECOND AMENDMENT TO MASTER SERVICES AGREEMENT


This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by a party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Carroll County Sheriff's Department ("you" or "Customer") and Securus Technologies, Inc. ("Provider", "we", or "Securus") dated November 29, 2010, as subsequently amended by that certain First Amendment dated January 30, 2013 (the Master Services Agreement and First Amendment collectively 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 Second Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- Term.** This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, Section 4 of the Agreement is hereby amended to reflect that the Term shall be extended by sixty (60) months with a modified end date of November 29, 2019. 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.
- Signing Bonus.** On the first day of the month following this Second Amendment Effective Date, we will pay you a one-time signing bonus of \$8,000.00. If the Agreement is terminated for any reason before the end of the Term, you will refund to us an amount equal to the signing bonus times a fraction, the numerator of which is the lesser of (i) the number of months between the date of termination and the end of the Term or (ii) sixty (60) months, and the denominator of which is sixty (60) months, plus interest on the prorated amount in the amount of the lower of (a) fifteen percent (15%) per annum and (b) the maximum rate allowed by law. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you. All signing bonus payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you. Customer acknowledges and understands that the signing bonus is a one-time payment, not a recurring or annual payment.
- Commissions.** Notwithstanding anything to the contrary contained in the Agreement, no commission shall be paid on revenues earned through the completion of interstate calls placed from the Facility(s).
- Video Visitation.** In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to the Agreement, Company will deploy a Video Visitation System at the Facilities during the Term of the Agreement as more fully set forth in Exhibit B, attached hereto and incorporated herein by reference.
- 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.

EXECUTED as of the Second Amendment Effective Date.

CUSTOMER: Carroll County Sheriff's Department By:  Name: <u>Andy Dickson</u> Title: <u>Sheriff</u> Date: <u>1-23-2014</u>	PROVIDER: Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: Chief Operating Officer Date: _____
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300