

This Master Services Agreement (this "Agreement") is by and between Branch County Jail ("Customer") and Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company, ("we," "us," or "Provider"). This Agreement shall be effective as of the date signed by Customer provided the agreement is received by Provider within ten (10) days thereof (the "Effective Date").

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 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, 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 five (5) years thereafter. 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 IS THE SOLE AND EXCLUSIVE REMEDY 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. 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 tradé 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.** 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.

10. **Indemnification.** To the fullest extent allowed by applicable law but subject to the limitations in this Agreement, each party (the "Indemnifying Party") will, and does hereby agree to, defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) brought or claimed by third parties or by the Indemnified Party (collectively, "Claims") arising out of (i) a breach of either party's 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, the Indemnifying Party and/or its employees, agents, or contractors in the performance of this Agreement. The Indemnified Party shall notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section and the Indemnifying Party shall hereupon tender the defense of such Claims to the Indemnifying Party. The Indemnified Party shall cooperate in every reasonable manner with the defense or settlement of such Claims at the Indemnifying Party's expense. The Indemnifying Party shall not be liable under this section for settlements of Claims finalized solely by the Indemnified Party unless the Indemnifying Party has approved such settlement in advance or unless the defense of such Claims has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

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. 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 PRIOR TO 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 other than those under 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.

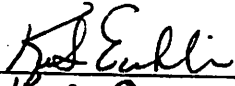
16. **Force Majeure.** Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance,

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. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. 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 prior to 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.

EXECUTED as of the Effective Date.

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| CUSTOMER: Branch County Jail By: <u></u> Name: <u>Kevin Eichler</u> Title: <u>Under Sheriff</u> Date: <u>1-15-2008</u> <u>Customer's Notice Address:</u> 814 Marshall Street Coldwater, Michigan, 49036 | PROVIDER: Evercom Systems, Inc. By: _____ Name: <u>John J. Viola</u> Title: <u>Vice President and General Manager</u> Date: _____ <u>Provider's Notice Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel <u>Provider's Payment Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: Accounts Receivable |
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This Schedule is between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and Branch County Jail ("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 SERVICE

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 Revenue" means all charges billed by us relating to collect calls placed from the Facilities. Gross Revenue may be verified by the detailed call records maintained by us, without any deduction or credit for bad debt or for billed calls that for any reason are not collected. Regulatory required and other items such as federal, state and local charges and taxes and fees are excluded. 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 prior to a Payment Date of any change in your payment address.

Technology Grant. We will provide you with a fund in the amount of \$20,400.00 from which you may draw to pay for technology services or equipment purchased by you from third party vendors. For payment to third party vendors, you will submit an invoice to us and authorize us in writing to pay such invoice from the technology fund. The fund may be used for purchases made during the initial Term. Any amount remaining in the fund at the time of the expiration of the initial Term or earlier termination of this Agreement shall no longer be available.

FACILITIES AND RELATED SPECIFICATIONS:

| Facility Name and Address | Type of Call Management Service | Collect Commission Percentage | Revenue Base for Calculation of Commission | Payment Address |
|---|---------------------------------|-------------------------------|--|-----------------|
| Branch County Jail 814 Marshall Street Coldwater, Michigan, 49036 | SCP | 40% | Gross | Same |

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 5 licensed users. 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 | |
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| 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 |

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|-------------------------------------|---|
| 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 ACCESS REQUIREMENTS | |
| DSL or Cable Modem | Data Rate: 1.5 Megbits downstream and 384Kbits upstream, minimum NOTE: You are required and responsible for obtaining and installing anti-virus and firewall protection software for connectivity to and from the Internet. |

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, prior to any Technical Support outage. For your calls to Technical Support, the average monthly call answer time is generally 120 seconds or less, provided however, that we will endeavor (but will not be obligated) to achieve an average monthly call answer time of 30 seconds.
- 2. Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following four priority levels:

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| "Priority 1" | 60% or more of the functionality of the System is adversely affected by the System Event |
| "Priority 2" | 30%-59% of the functionality of the System is adversely affected by the System Event |
| "Priority 3" | 5%-29% of the functionality of the System is adversely affected by the System Event |
| "Priority 4" | Less than 5% of the functionality of the System is adversely affected by the System Event |

- 3. Response Times.** After receipt notice of the System Event, we will respond to the System Event within the following time periods with a 95% or greater rate of accuracy:

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|------------|----------|
| Priority 1 | 4 hours |
| Priority 2 | 12 hours |
| Priority 3 | 24 hours |
| Priority 4 | 36 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 division 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).

COIN PAY PHONE SERVICE

DESCRIPTION:

We will, as a courtesy to you, provide you with the use of 1 coin pay phone (the "Coin Pay Phones") at the Facilities specified in the chart below.

COMPENSATION:

We will pay you the applicable percentage specified in the chart below of the revenue that we realize through collection of coins in the Coin Pay Phones.

FACILITIES AND RELATED SPECIFICATIONS:

| Facility Name and Address | Percentage | Payment Address |
|---|------------|-----------------|
| Branch County Jail 814 Marshall Street Coldwater, Michigan, 49036 | 40% | Same |

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 card will be valid for no more than six (6) months from the date we activate it. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee on non-local calls. 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 cards sold to Commissary Operator on your behalf.

COMPENSATION:

The face value of the cards less the applicable percentage specified in the chart below 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.

FACILITIES AND RELATED SPECIFICATIONS:

| Facility Name and Address | Percentage |
|---|------------|
| Branch County Jail 814 Marshall Street Coldwater, Michigan, 49036 | 40% |

SECURE INSTANT MAIL™

DESCRIPTION:

Secure Instant Mail™ electronic mail system provides friends and family members with another communication vehicle. Incoming letters are created and sent by friends and family members from any PC. These letters are securely stored on the Secure Instant Mail™ server until they are downloaded by facility mailroom personnel. Facility personnel print approved letters, return unapproved letters to senders. Inmate receives a hard copy of letter. Inmates may write a return a letter to the sender. Return letters are scanned into the system and emailed to originator. To reduce the chance of passing information through the mail, the Secure Instant Mail™ program automatically scans and alerts selected personnel to key words and highlights each selected word for review by investigators. In addition, all Secure Instant Mail™ electronic mail transliterates from multiple languages into English for fast review.

Customer will provide the workstation, printer and scanner. Further all consumables, including but not limited to; ink and paper, are the responsibility of Customer.

The end-user will pay not less than \$0.60 transaction fee per electronic transaction for each incoming and outgoing message (\$0.60 for first 2 pages, \$0.30 per additional page \$0.60 for return letter). The end-user is required to set up a prepaid account with a minimum balance of \$10.00 to utilize the service. Provider will deduct said transaction fees from the customer's prepaid account.

The Customer will receive \$0.10 for each transaction fee collected by Provider on a quarterly basis.

VOICE MAIL

DESCRIPTION:

The Voice Mail application provides a secure, password protected communication vehicle for inmates and friends & family members. The application uses the existing phone system and all voice mail messages can be recorded and reviewed in the same manner as the phone services provided. The service can be terminated at will for particular inmates. No additional equipment is provided with this application.

COMPENSATION:

A \$1.50 transaction fee plus applicable taxes will be charged to the end-user for each message delivered. We will pay Customer a commission of \$0.45 for each collected Voice Mail transacted fee to be paid on a quarterly basis.

Exhibit A: Customer Statement of Work

Branch County Jail (MI)

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 Technologies, Inc. company ("we" or "Provider"), and Branch County Jail ("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 following equipment/Applications in connection with the services:

SITE FEATURES

- 3-way Detection
- Dual Tone Multi Freq Detection
- Positive Acceptance Detection
- True Number Validation
- Secure Instant Mail
- Anywhere Acceptance
- Pre-Paid Calling Card
- Pre-Paid Collect
- Secure Call Platform
- Voice Mail
- Covert Alert
- Crimetip
- Customer Support Centers
- In Field Technical Support
- Technical Support Center

SCN

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| Panamax-towermax DS 25 Lightning Protection | 2 |
| MLLT1 | 2 |
| 4 - KSU - 4 Outlet Surge Suppressor | 2 |
| ADTRAN 924 | 2 |
| Dell Latitude C640, Windows XP Professional, Mobile Pentium 4 Processor, 2.0 GHz-M with 14.1 in SXGA + Display | 1 |
| D/Port Replicator (Docking Station)F/D600 Laptop | 1 |
| Branch County Sheriff's Office | 1 |
| Allotted S-gate Licenses | 5 |
| SCN Storage | 1 Year - Purge |
| Deskjet Printer | 1 |

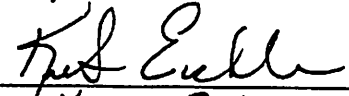
VPM

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| Wintel Visitation Phones | 32 |
| Telephone Equipment | |
| Payphones | 1 |
| 25 Count Switch Panel | 2 |
| Confidencer Handset – Securevoice* (*When generally made available to all customers) | |

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UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING IN THIS SCHEDULE, NO APPLICATIONS, EQUIPMENT, INSTALLATION AND SPECIAL REQUIREMENTS OTHER THAN THOSE STATED ABOVE WILL BE PROVIDED; NO ORAL AGREEMENTS OR STATEMENTS ARE BINDING.

EXECUTED as of the Schedule Effective Date.

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| <p><u>CUSTOMER:</u> Branch County Jail</p> <p>By: <u></u> Name: <u>Keith Eichen</u> Title: <u>Undersheriff</u></p> | <p><u>PROVIDER:</u> Evercom Systems, Inc.</p> <p>By: _____ Name: <u>John J. Viola</u> Title: <u>Vice President and General Manager</u></p> |
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**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 Branch County Jail ("you" or "Customer") dated March 7, 2008 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. Further, the Term of the Agreement shall be extended by an additional 24 months, with a modified end date of March 7, 2021. 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.
- Commission Percentage Change.** As of the Fourth Amendment Effective Date, the FACILITIES AND RELATED SPECIFICATIONS chart on page 4 of the Agreement is deleted in its entirety and replaced with the following:

| Facility Name and Address | Type of Call Management Service | Commission Percentage | Revenue Base for Calculation of Commission | Commission Payment Address |
|--|---------------------------------|-----------------------|--|----------------------------|
| Branch County Jail 580 Marshall Road Coldwater, MI 49036 | SCP | 45%* | Gross Revenues | --SAME-- |

Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes.

***Notwithstanding anything to the contrary contained in the Agreement, no commission will be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).**

- Debit Commission Percentage Change.** As of the Fourth Amendment Effective Date, the FACILITIES AND RELATED SPECIFICATIONS chart in the INMATE DEBIT section on page 1 of the first Amendment of the Agreement is deleted in its entirety and replaced with the following:

| Facility Name and Address | Debit Commission Percentage |
|--|-----------------------------|
| Branch County Jail 580 Marshall Road Coldwater, MI 49036 | 45%* |

Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes.

***Notwithstanding anything to the contrary contained in the Agreement, no commission will be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).**

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

InmateInfo.com provides the features and benefits of AIS™ on the Web. InmateInfo.com allows friends and family members to search by facility and inmate to find the same inmate information AIS™ provides as well as giving them the opportunity to fund an inmate's trust account over the Web.

Customer agrees to implement all Required features above and to allow Provider to expand the AIS™ services offering at any time during the Term of the Agreement upon thirty (30) days advance written notice to include additional constituent notification services provided through the AIS™ application.

3. **Technology Recovery Fee.** Provider will impose a non-commissionable technology recovery fee in the amount of \$0.30 per call minute for all calls (excluding Interstate), if permitted by state and federal regulatory requirements.

4. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective as of February 11, 2014, the Agreement shall be modified to reflect that no commission shall be paid on revenues earned through the completion of Interstate calls of any type, and the discount percentage for prepaid calling cards shall be reduced by the applicable percentage attributable to interstate calling revenue from Customer's Facility.

5. 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.

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| CUSTOMER: Branch County Jail By: <u><i>Fred Blankenship</i></u> Name: <u>Fred Blankenship</u> Title: <u>Jail Administrator/Captain</u> Date: <u>5-6-16</u> | PROVIDER: Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: President Date: _____ |
|--|--|

Please return signed contract to:

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

Attention: Contracts Administrator

Phone: (972) 277-0300

**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 dated March 7, 2008 (the "Agreement") by and between Branch County Jail ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider").

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 renewed and extended by five (5) years with a modified end date of March 7, 2018. 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. **Collect Calls.** Effective as of March 7, 2013, the Collect Commission Percentage payable to Customer shall be increased to 43%, and accordingly the FACILITIES AND RELATED SPECIFICATIONS chart set forth in the Schedule to the Agreement on Page 4 of 9 is hereby extracted in its entirety and replaced with the following revised chart:

FACILITIES AND RELATED SPECIFICATIONS:

| Facility Name and Address | Type of Call Management Service | Collect Commission Percentage | Revenue Base for Calculation of Commission | Payment Address |
|---|---------------------------------|--|--|-----------------|
| 580 Branch County Jail 814 Marshall Street Rd Coldwater, MI 49036 | SCP | 40% to March 7, 2013 43% effective March 7, 2013* | Gross | --SAME-- |

*Changes will take effect on the first day of the month following receipt of written notice by the Customer. Notice must be signed by a person who has binding authority for the Customer and a copy delivered to:

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

Commissions are paid in one-month arrears and are not subject to retro-active payments or adjustments for notice delays.

3. **Inmate Debit.** Effective as of March 7, 2013, the Debit Commission Percentage payable to Customer shall be increased to 43%, and accordingly the FACILITIES AND RELATED SPECIFICATIONS chart set forth in Page 1 of 2 of the First Amendment to the Agreement is hereby extracted in its entirety and replaced with the following revised chart:

FACILITIES AND RELATED SPECIFICATIONS:

| Facility Name and Address | Debit Commission Percentage |
|---|--|
| 580 Branch County Jail 814 Marshall Street Rd Coldwater, MI 49036 | 40% to March 7, 2013 43% effective March 7, 2013* |

4. **SECURE INSTANT MAIL.** The following Application is hereby added to the Schedule to the Agreement:

SECURE INSTANT MAIL™

DESCRIPTION:

Secure Instant Mail™ allows friends & family members to initiate communication with an inmate. Similar to e-mail, communications are sent over the internet and are delivered to the Customer Facility specified in the chart below for approval and distribution.

EQUIPMENT:

Customer is responsible for providing the following access/equipment:

- Internet connection with access to www.SecurusSIM.com
- PC
- Printer, including paper and toner



- If allowing reply messages, fax machine or scanner

COMPENSATION:

The parties acknowledge that the sender will pay a usage fee per message according to the chart below.

SECURE INSTANT MAIL CONFIGURATIONS:

| Type of Message | Fee |
|----------------------|--------|
| Standard Message Fee | \$2.00 |
| Premium Message Fee | \$2.00 |

The end user (sender) is required to set up a Secure Instant Mail™ account in order to use the Secure Instant Mail™ service. Provider will deduct said usage fees from the friend and family member's account. Provider shall pay Customer the commission percentage that Provider earns through the completion of Secure Instant Mail messages placed and accepted by Customer's Facilities as specified in the chart below. Provider shall remit the commission for a calendar month to Customer on or before the 30th day after end of the calendar month in which the Secure Instant Mail transactions were made (the "Payment Date"). All commission payments shall be final and binding unless we receive written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS

| Facility Name and Address | Secure Instant Mail™ Commission Percentage |
|---|--|
| Branch County Jail 5801 Marshall Street Rd. Coldwater, MI 49036 | 43% |

5. 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.

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

EXECUTED as of the Second Amendment Effective Date.

| | |
|--|--|
| <p>CUSTOMER: Branch County Jail</p> <p>By: <u>Warren C. Cannon</u> Name: <u>WARREN C. CANNON</u> Title: <u>Sheriff</u> Date: <u>8/22/12</u></p> | <p>PROVIDER: Securus Technologies, Inc.</p> <p>By: <u>Robert Pickens</u> Name: <u>Robert Pickens</u> Title: <u>Chief Operating Officer</u> Date: <u>8-13-12</u></p> |
|--|--|

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
Branch County Jail (MI)

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 Branch County Jail ("you" or "Customer").

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

TERMS: (Paid Remote Video Visitation Only)

The parties acknowledge that Securus Video Visitation sessions shall be limited to twenty (20) minute and forty (40) minute sessions. A session fee of \$20.00 and \$40.00, respectively, plus applicable taxes/surcharges will apply to each paid remote Video Visitation session.

COMPENSATION: (Paid Remote Video Visitation Only)

Provider shall pay Customer the commission percentage that Provider earns through the completion of paid remote Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Commission").

FACILITIES AND RELATED SPECIFICATIONS:

Table with 4 columns: Facility Name and Address, Type of Video Visitation, Video Visitation Commission Percentage (Paid Remote Video Visitation Only), Payment Address (Paid Remote Video Visitation Only). Row 1: Branch County Jail, Remote Paid, 0% for first 2 years 20% thereafter*, --same--

*Changes will take effect on the first day of the month following receipt of written notice by the Customer. Notice must be signed by a person who has binding authority for the Customer and a copy delivered to:

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

Commissions are paid in one-month arrears and are not subject to retro-active payments or adjustments for notice delays.

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: We warrant that the services provided by us as contemplated in and by this Exhibit B will be performed in a good and workmanlike manner consistent with industry standards and practices.

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, 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: 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 Video Visitation System (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 product 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 Video Visitation system 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.

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, we 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.

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| CUSTOMER: Branch County Jail By: <u>Warren C. Brown</u> Name: <u>WARREN C. BROWN</u> Title: <u>Sheryll</u> Date: <u>8/22/12</u> | PROVIDER: Securus Technologies, Inc. By: <u>Robert Pickens</u> Name: <u>Robert Pickens</u> Title: <u>Chief Operating Officer</u> Date: <u>9-18-12</u> |
|---|---|

**Video Visitation Schedule
Branch County Jail (MI)**

**Attachment 1
Securus Video Visitation Pricing**

| Type | Description | One Time/ Recurring | QTY | Total | Responsible Party |
|------------------------------------|---|------------------------|-----|-------------|----------------------|
| Installation and Implementation | Network Wiring Installation | One time | 9 | \$13,500.00 | |
| | Electrical Wiring Installation | One time | | | Customer |
| | JMS Provider Fees | One time | | | Customer |
| | Software Application Setup, including JMS import mapping | One time | 1 | \$5,875.00 | |
| | • Securus Video Visitation Application Setup | One time | | | |
| | • Inmate Information Application Setup | One time | | | |
| | • Commissary Ordering Application Setup | One time | | | |
| | • Sick Form Application Setup | One time | | | |
| Hardware | Video Visitation Terminals – single handset (inmate side) | One time | 7 | \$28,000.00 | |
| | Video Visitation Terminals – single handset (visitor side) | One time | 2 | \$8,000.00 | |
| | Video Visitation Terminals – dual handset (visitor side) | One time | 0 | \$0.00 | |
| | Recording | 30 Day Purge | | | |
| | Total Video Visitation Terminal Installation | One time | 9 | \$4,500.00 | |
| | Annual Terminal Extended Hardware Maintenance (optional) | Recurring | 9 | \$1,791.00 | |
| Software | Software Licensing Fee | Recurring | 9 | \$3,240.00 | |
| | • Securus Video Visitation | Recurring | | | |
| | • Inmate Information | Recurring | | | |
| | • Commissary Ordering | Recurring | | | |
| | • Sick Form | Recurring | | | |
| | Software Maintenance Fee | Recurring | | | |
| Misc. | Miscellaneous | | | | |
| | • Training | Per day | 2 | \$4,000.00 | |
| | • Mobile Cart, including UPS Battery Back Up | One time | | | |
| | Term | Recurring | 6 | \$30,186.00 | |
| | Total Value: | | | \$94,061.00 | |
| | Securus Discount: | | | \$94,061.00 | |
| | 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. 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.

**THIRD AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **THIRD AMENDMENT** ("Third Amendment") is effective as of the last date signed by either party ("Third Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Branch County Jail ("you" or "Customer") dated March 7, 2008, as subsequently amended by that certain First Amendment dated July 18, 2012, and Second Amendment dated September 13, 2012 (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 Third Amendment Effective Date and 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 March 7, 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. **Automated Information Services (AIS™).** In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to this Agreement, Provider will deploy Automated Information Services (AIS™) at the Facility(s) during the Term of the Agreement as more fully set forth below.

DESCRIPTION.

Provider will provide the Automated Information Services (AIS™) as described herein through its wholly owned subsidiary, Telerus. The AIS™ application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform, as well as allow inmates' friends and families the ability to open or fund a pre-paid telephone account, an inmate phone account, an inmate trust account or leave a voicemail. The application is accessed through a telephone IVR system. Once Facility staff has uploaded all required information, the system is able to automate information such as Commissary Balances (pending MIS system data flow); Charge Information; Court Appearance Dates, Times, Locations; Bond Amounts, Types; Projected Release Dates; and Visitation Eligibility, Times.

Automated Information Services 2.0 is configurable to meet the specific needs of Customer's Facility. The standard option includes automation of inmate and Facility information to constituents who call Customer's existing main telephone number and to inmates at Customer's Facility. The following are options and requirements available for AIS.

- ✓ Automation of inmate and Facility information to constituents (standard)
- ✓ Automation of inmate and Facility information to inmates (Securus ITS Customers only)
- ✓ Ability to open or fund a Securus pre-paid telephone account (Required)
- ✓ Ability to fund an inmate phone account (Required)
- ✓ Ability to fund an inmate trust account (Required)
- ✓ Ability to leave a voice mail (Required)
- ✓ Ability to provide for inmate information and trust funding via InmateInfo.com

The application provides all information automatically without staff intervention 24/7.

With the assistance of the Customer's staff, Provider will create a report that accesses the Customer's Jail Management System (JMS) to obtain the required data for the AIS service, so that no integration or associated fee assessed by the JMS vendor is required. In the event Provider is unable through no fault of its own to generate the required report, Customer has the option of either (i) paying any/all integration fees incurred by Customer's JMS/MIS system provider or (ii) opting out of this AIS services offering without any further obligation with respect thereto by either Customer or Provider.

The AIS™ Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an inmate providing a quick way for friends and family to initiate communication or deliver timely information to an inmate prior to a scheduled phone call or visitation. Friends and family will pay up to a \$3.95 usage fee for each voicemail they leave, 20% of which Provider will pay to Customer each month. AIS™ Jail Voicemail is not subject to any other compensation.

5. 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

6. 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.

| | |
|---|---|
| CUSTOMER: Branch County Jail By: <u><i>Fred Blankenship</i></u> Name: <u>Fred Blankenship</u> Title: <u>Captain</u> Date: <u>1-3-19</u> | PROVIDER: Securus Technologies, Inc. By: _____ Name: Robert E. Pickens Title: President and Chief Executive Officer Date: _____ |
|---|---|

Please return signed contract to:

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

**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 Branch County Jail ("you" or "Customer") dated March 7, 2008 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:

1. Term. This Fourth Amendment shall commence on the Fourth Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be extended by an additional 24 months, with a modified end date of March 7, 2021. 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. Commission Percentage Change. As of the Fourth Amendment Effective Date, the FACILITIES AND RELATED SPECIFICATIONS chart on page 4 of the Agreement is deleted in its entirety and replaced with the following:

| Facility Name and Address | Type of Call Management Service | Commission Percentage | Revenue Base for Calculation of Commission | Commission Payment Address |
|--|---------------------------------|-----------------------|--|----------------------------|
| Branch County Jail 580 Marshall Road Coldwater, MI 49036 | SCP | 45%* | Gross Revenues | --SAME-- |

Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes.

***Notwithstanding anything to the contrary contained in the Agreement, no commission will be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).**

3. Debit Commission Percentage Change. As of the Fourth Amendment Effective Date, the FACILITIES AND RELATED SPECIFICATIONS chart in the INMATE DEBIT section on page 1 of the first Amendment of the Agreement is deleted in its entirety and replaced with the following:

| Facility Name and Address | Debit Commission Percentage |
|--|-----------------------------|
| Branch County Jail 580 Marshall Road Coldwater, MI 49036 | 45%* |

Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes.

***Notwithstanding anything to the contrary contained in the Agreement, no commission will be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).**

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

5. 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

6. 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.

| | |
|---|---|
| CUSTOMER: Branch County Jail By: <u><i>Fred Blankenship</i></u> Name: <u>Fred Blankenship</u> Title: <u>Captain</u> Date: <u>1-3-19</u> | PROVIDER: Securus Technologies, Inc. By: _____ Name: Robert E. Pickens Title: President and Chief Executive Officer Date: _____ |
|---|---|

Please return signed contract to:

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

Authorization for Deployment of eMessaging

This Authorization for Deployment of eMessaging (hereinafter "Authorization") is provided by the party identified below as Customer ("Customer") and is subject to and governed by the current Master Services Agreement ("Agreement") between Customer and Securus Technologies, Inc. ("Provider"). Its terms are effective as of the date signed by Customer below (the "Effective Date") and this Authorization is coterminous with the Agreement. Provider will provide eMessaging as described herein.

DESCRIPTION: Securus' eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and their incarcerated loved one. eMessaging works by allowing friends and family to purchase eMessaging "stamps," which they can use to fund the transmission of an electronic message to their incarcerated loved one. Each text message costs only a single stamp, while a text message with an attached picture costs only two stamps. If a friend or family members wishes, they can include an additional stamp that will allow their incarcerated loved one to send a single return message. Return messages are text only; no picture attachments are allowed. Inmates are not able to purchase their own stamps at this time. The facility is provided a web-based portal that enables the review of messaging with various options for review. The facility can approve and reject a message based on their policies and criteria. Friends and family must send and receive messages using either the Securus mobile app for android devices or access their inbox at www.securustech.net and must have a free Securus Online account to access. Approved messages and attachments are accessible by inmates on a ConnectUs-equipped XL or S-Phone unit or a Securus SecureView tablet.

COMPENSATION: Provider will provide eMessaging at no cost to Customer. Friends and family members can purchase a book of stamps in the following quantities:

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

Provider will pay Customer a commission of 20% on each redeemed stamp, based on the purchase price of the stamp, which may differ from facility to facility. A stamp is considered "redeemed" when it is used to send an original message to an inmate or when a single return message from the inmate is prepaid for by the inmate's friends and family. Provider will remit the payment for a calendar month to Customer on or before the 30th day after end of the calendar month in which the eMessaging stamps were redeemed (the "Payment Date"). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

E-MESSAGING TERMS OF USE - Customer's use of eMessaging is governed by the terms and conditions at <https://www.securustech.com/emessaging-terms-and-conditions>, which are incorporated herein by reference.

The person signing this Authorization represents that he or she has the unrestricted right and requisite authority to enter into and execute this Authorization, to bind Customer named below and to authorize the installation of the eMessaging application.

CUSTOMER AUTHORIZATION: Branch County Jail
Print Customer name as it appears in the Agreement

Fred Blankenship
Authorized Signer's Signature

4-18-18
Date

Fred Blankenship
Authorized Signer's Printed Name

Captain
Authorized Signer's Title

Authorization for Provisioning of the Investigator Pro Application

This Authorization for Provisioning of the Investigator Pro Application (hereinafter "Authorization") is provided by the party identified on the signature block below as Customer ("Customer") and is subject to and governed by the Master Services Agreement ("Agreement") between Customer and Securus Technologies, Inc. ("Provider"). Its terms are effective as of the date signed by Customer below (the "Effective Date").

1. **Term.** This Authorization is effective as of the Effective Date and shall be coterminous to the parties' Agreement.
2. **Applications.** Provider will provide the Investigator Pro™ Application in accordance with the terms and conditions set forth herein. Investigator Pro is a voice biometric feature of SCP. Investigator Pro implements voice biometric technology developed for the US Department of Defense to investigate call recordings and determine what inmate voice(s) appear on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Since Investigator Pro uses voice biometrics to find calls on which an inmate has participated, it represents a clearer picture of an inmate's calls than is possible with searching CDRs based on an inmate PIN. PIN sharing and stealing hide inmate calls from CDR reports and is a clue that the content of the call may be of interest to investigators.
3. **Pricing and Payment Options.** Customer, in exchange for receipt of the Investigator Pro Application, will pay Provider in accordance with the pricing and payment option selected below (CUSTOMER TO CHECK THE BOX AND INITIAL THE SELECTED OPTION – ONLY ONE APPLIES):

- A) \$0.02 PER MINUTE VIA COMMISSION DEDUCTION:** Under this option, customer will be charged a monthly charge of \$0.02 per minute for all completed revenue-generating calls. Provider will deduct the amount due from the monthly commission otherwise due Provider under the Agreement. Payment pursuant to this option commences upon installation and activation of the Application. In the event commissions earned are less than the charges due in a particular month, Customer will be sent an invoice for the remaining amount.
- B) REDUCTION OF COMMISSION PERCENTAGE:** Under this option, Customer will pay for Investigator Pro Application by Provider reducing the applicable percentage of call revenues otherwise due Customer as a monthly commission as set forth in the following chart.

| | | | | | | | | | |
|----------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Avg Charge Per Call | \$1.50-1.75 | \$1.76-2.00 | \$2.01-2.25 | \$2.26-2.50 | \$2.51-2.75 | \$2.76-3.00 | \$3.01-3.50 | \$3.51-4.25 | \$4.26-6.75 |
| Commission Reduction | 14% | 12% | 11% | 10% | 9% | 8% | 7% | 6% | 4% |

For example, if the applicable commission percentage under the Agreement is 40%, and the average charge per call for the month is \$3.25, Customer's commission for the month would be reduced by 7% to 33%.

In the event Customer's monthly charge for Investigator Pro cannot be collected via reduction of commission percentage, as described above, Customer will be sent an invoice for the amount due.

Payment pursuant to this option commences upon the Effective Date of these Terms and Conditions.

- C) \$0.02 PER MINUTE VIA MONTHLY INVOICE:** Customer will be charged \$0.02 per minute for all completed revenue-generating calls and will be billed for the charges via monthly invoice.
4. **Rate Change Option.** (Customer to check the box below as desired to indicate election of option):
 - RAISE MY RATES:** In order to help offset the Customer's cost of having Investigator Pro at Customer's facilities, the rates to end users will increase by \$0.02 per minute for Intrastate calls, provided, however, that the call rates shall not exceed any applicable rate caps.

The person signing these Terms and Conditions for Provisioning of the Investigator Pro Application represents that he or she has the authority to do so and to bind his or her organization accordingly:

CUSTOMER AUTHORIZATION:

Fred Blankenship
Authorized Signer's Signature

10-22-14
Date

Fred Blankenship
Authorized Signer's printed Name

Captain
Authorized Signer's Title

**SIXTH AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **Sixth Amendment** ("Sixth Amendment") is effective as of the last date signed by either party ("Sixth Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, LLC f/k/a Securus Technologies, Inc. ("we," "us," or "Provider") and Branch County Jail ("you" or "Customer") dated March 7, 2008, 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 Sixth Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term.** This Sixth Amendment shall commence on the Sixth Amendment Effective Date and shall remain in effect through the Term of the Agreement. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, the Agreement will automatically renew for successive periods of 12 months each. 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. **Additional Applications.** As of the Sixth Amendment Effective Date, the following Applications are added to the Agreement:

WORD ALERT

Securus Word Alert is a safety, security, and investigative feature of the NextGen Secure Communications Platform which uses speech-to-text technology to transcribe the audio in calls and, if applicable, Video Connect sessions to text and allows investigators to search text transcripts for specified words and phrases. Word Alert may also be used in association with Securus Text Connect if deployed. It also enables investigators to request English translations of transcripts that are in some other languages. Customer's use of Word Alert is governed by and conditioned upon the terms set forth herein.

In exchange for Word Alert, Customer will pay Provider a monthly cost of \$0.01 times the total number of recorded and completed call minutes for that month, which will be deducted from compensation otherwise owed by Provider to Customer under the Agreement commencing upon deployment.

SECURUS TEXT CONNECT

DESCRIPTION: Securus' Text Connect Application ("STC") allows for two-way electronic communication (up to a maximum of 160 characters per message) between friends and family and an incarcerated individual, similar to mobile phone text functionality. Friends and family send and receive messages using the Securus mobile app and must have a free Securus Online account to access. Incarcerated individuals access the STC functionality through Provider's tablets. Provider will provide STC at no cost to Customer. STC includes an integrated agency interface as part of NextGen SCP that Customer can utilize to monitor communications and otherwise administer the STC product. STC messages will be accessible to the incarcerated individual for a period of 60 days, but available to Customer for up to 60 months; Customer is solely responsible for preserving any messages beyond that storage period by downloading them to a separate storage medium.

COMPENSATION: Provider will provide Text Connect at no cost to Customer. Friends and family members can purchase agency-specific text packages as follows:

| Package / Texts | Base Price | Agency Charge % | Agency Charge Paid to Customer | Transaction Fee | Total Price Per Text | Total Price ¹ |
|-----------------|------------|-----------------|--------------------------------|-----------------|----------------------|--------------------------|
| 50 Texts | \$3.50 | 20% | \$0.70 | \$3.00 | \$0.144 | \$7.20 |
| 100 Texts | \$6.50 | 20% | \$1.30 | \$3.00 | \$0.108 | \$10.80 |
| 250 Texts | \$15.00 | 20% | \$3.00 | \$3.00 | \$0.084 | \$21.00 |
| 500 Texts | \$25.00 | 20% | \$5.00 | \$3.00 | \$0.066 | \$33.00 |

At Provider's sole option, the pricing described herein may also be increased once per annum by no more than 7/10 of the percentage increase in consumer prices for services during the applicable trailing 12-month period as measured by the United States Consumer Price Index or a similar index should such index no longer be published. The pricing and packages described above may be changed by mutual agreement of the parties.

INVESTIGATIVE PRODUCTS AND FEATURES TERMS OF USE

A. **Applicability.** These terms of use specifically apply, if deployed pursuant to the Agreement, to Word Alert and the investigative features of any other Provider product (collectively, the "Selected Applications").

B. **Customer Warranty.** Customer will comply with all privacy, consumer protection, constitutional, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Selected Applications. Customer acknowledges and understands that Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the Selected Applications or the information obtained in connection therewith. Provider will have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Selected Applications. To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of Customer's non-compliance with applicable laws.

C. **Conditional Use of Selected Applications.** Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the Selected Applications. Moreover, if Provider determines in its sole discretion that the Selected Applications and/or Customer's use thereof (1) violates the terms and conditions set forth herein; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Selected Applications and shall have no further liability or responsibility to Customer with respect thereto.

D. **Accuracy of Transcription, Translation, and Analytical Services.** For Selected Applications which provide transcription, translation, or analysis of communications or information, Customer understands and acknowledges that all information used and obtained in connection with such Selected Applications is provided "AS IS." Customer acknowledges and agrees that speech transcription and translation is subject to unavoidable inaccuracies due to, among other things, poor audio quality, language spoken with significant accents or dialects, unfamiliar vernacular or vocabulary, or other issues which may result in transcript or translation inaccuracies. Provider does not make any representations or warranties regarding the Selected Applications' ability to identify suspicious or suggestive key words or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the Facility(s).

E. **Disclaimer of Warranties.** CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE APPLICATIONS ARE PROVIDED "AS IS." PROVIDER AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTED APPLICATIONS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SELECTED APPLICATIONS OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER AND ITS SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE SELECTED APPLICATIONS OR THE UNAVAILABILITY THEREOF.

F. **Limitation of Liability.** PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (OR TO ANY PERSON TO WHOM CUSTOMER MAY HAVE PROVIDED DATA FROM THE SELECTED APPLICATIONS) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN

¹ Plus applicable taxes and regulatory fees.

CONNECTION WITH THE SELECTED APPLICATIONS OR CUSTOMER'S USE THEREOF. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON PROVIDER, CUSTOMER AGREES THAT PROVIDER'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF PROVIDER IN CONNECTION WITH THE SELECTED APPLICATIONS, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, WILL NEVER EXCEED \$10,000. CUSTOMER COVENANTS AND PROMISES THAT IT WILL NOT SEEK TO RECOVER FROM PROVIDER AN AMOUNT GREATER THAN SUCH SUM EVEN IF CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

G. Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S USE OF THE SELECTED APPLICATIONS, INFORMATION OBTAINED IN CONNECTION THEREWITH, OR INSTRUCTIONS PROVIDED BY CUSTOMER TO PROVIDER RELATED TO THE SELECTED APPLICATIONS.

3. Customer Options for Alternative Compensation Structures. Notwithstanding anything to the contrary in the Agreement, at Customer's option, Customer may request that compensation and rates under the Agreement be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the Agreement. For such compensation structures, Provider can also accommodate a Customer request to transition from end user funding of telephone services to a model where those services are taxpayer-funded / paid for by Customer.

4. Addition to Miscellaneous Terms. If any legal action or other proceeding is brought for the enforcement of the Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneys' fees, court costs, and all expenses, even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. As used herein, "prevailing party" includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

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

EXECUTED as of the Sixth Amendment Effective Date.

| | |
|---|---|
| CUSTOMER: Branch County Jail By: <u>Fred Blankenship</u> Name: <u>Fred Blankenship</u> Title: <u>Captain</u> Date: <u>10/6/22</u> | PROVIDER: Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By: _____ Name: _____ Title: _____ Date: _____ |
|---|---|

Please return signed contract to:

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