

**FIRST AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by a party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement, dated July 14, 2011 (the "Agreement"), by and between Rice County Sheriff's Office ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider").

WHEREAS, the parties desire and agree to extend the Term of the Agreement by thirty-six (36) months 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 First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be extended for an additional thirty-six (36) months beginning on July 14, 2014, and ending on July 14, 2017, and thereafter, unless one party delivers to the other written notice of non-renewal at least ninety (90) days prior to the end of the then current Term, the Agreement shall automatically renew for two (2) successive periods of twelve (12) months each. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply to each Schedule for so long as we continue to provide the Applications to you after the expiration or earlier termination of the Agreement.

2. Applications. The following Application is hereby added to the Schedule to the Agreement:

SECURE INSTANT MAIL™

DESCRIPTION:

Secure Instant Mail™ allows friends and 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 Internet connection with access to www.SecurusSIM.com, a PC, printer, including paper and toner, and if allowing reply messages, a 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
Rice County Jail 118 3 rd Street NW Faribault, MN 55021	38%
Rice County Jail Annex 2119 Hwy 60 West Faribault, MN 55021	38%

3. **Collect Calls.** Effective upon the commencement of the new Term of the Agreement (i.e., July 14, 2014), Provider will increase the collect commission percentage from 34% Gross Revenue to 38% Gross Revenue, and accordingly the FACILITIES AND RELATED SPECIFICATIONS chart set forth on Page 6 of 10 in the Schedule to the Agreement 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
Rice County Jail 118 3 rd Street NW Faribault, MN 55021	SCP	34% to 07/14/2014 38% effective 07/14/2014*	Gross Revenues	118 3 rd Street NW P.O. Box 158 Faribault, MN 55021
Rice County Jail Annex 2119 Hwy 60 West Faribault, MN 55021	SCP	34% to 07/14/2014 38% effective 07/14/2014*	Gross Revenues	118 3 rd Street NW P.O. Box 158 Faribault, MN 55021

*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.

4. **Bonus Prepaid Calling Cards.** Effective upon the commencement of the new Term of the Agreement (i.e., July 14, 2014) and annually thereafter during the new Term of the Agreement, we will provide you with 200 5-minute prepaid calling cards. Each prepaid calling card will be valid for no more than six (6) months from the date it is first used. Prepaid calling cards are not returnable or refundable; all sales are final.

5. **First Call Free.** Effective upon the commencement of the new Term of the Agreement (i.e., July 14, 2014), we will provide the first call free in booking by PIN, local or long distance, for up to 5 minutes.

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

EXECUTED as of the First Amendment Effective Date.

<p>CUSTOMER: Rice County Sheriff's Office</p> <p>By: <u>Troy D. Dunn</u> Name: <u>Troy D. Dunn</u> Title: <u>Sheriff</u> Date: <u>10/24/2013</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>11/1/13</u></p>
---	--

Please return signed contract to:

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

Attention: Contracts Administrator

Phone: (972) 277-0300