

**SECOND AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by either party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, LLC ("we," "us," or "Provider") and Delta County Sheriff's Office ("you" or "Customer") dated February 18, 2014, 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 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, the Term of the Agreement shall be extended by an additional 60 months, with a modified end date of April 29, 2026. 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. Notwithstanding anything to the contrary in this Second Amendment, any rate and commission terms which differ from the parties' current contract terms will not be implemented until full deployment of all products and services provided in this Second Amendment.

2. Commission Percentage Change. As of the date of deployment of all products and services included in this Second Amendment, the COMPENSATION section on page 6 and 7 and the INMATE DEBIT section on Page 10 of the Agreement are deleted in its entirety and replaced with the following:

Collect and Inmate Debit Calls. We will pay you commission (the "Commission") based on the Gross Revenues that we earn through the completion of collect and (if applicable) inmate Debit calls, placed from the Facilities as specified in the chart below. "Gross Revenues" means all gross billed revenues relating to completed collect and inmate Debit calls from your Facility(s), less service costs. Regulatory charges; taxes and fees; federal, state, and/or local charges; transaction, funding, or cost-recovery fees; credits; charges billed by third parties; and promotional programs are excluded from revenue to the Provider. For inmate Debit calls, Provider reserves the right to deduct call credits from Gross Revenue. We will 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 will be final and binding upon you unless we receive written objection within 60 days after the Payment Date. Your payment address is as set forth in the chart below. You will notify us in writing at least 60 days before a Payment Date of any change in your payment address.

Customer acknowledges and agrees that we are paying the Commission for the exclusive right to provide inmate telephone services to inmates in Customer's Facility(s), and that any taxes assessed on Commission payments are the sole responsibility of Customer.

Inmate Debit. SCP also includes the ability to integrate Inmate Debit accounts. An Inmate Debit account is a prepaid, inmate-owned account utilized to pay for certain of Provider's services, and is funded either through a transfer from an inmate's trust/commissary account or through deposits from an inmate's friends and family. Once deposited in the Inmate Debit account, funds become property of the inmate. Inmate Debit accounts are associated with an inmate's personal identification number ("PIN"), and inmates are required to input their PIN at beginning of every Inmate Debit call. Provider will invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt.

| Facility Name and Address | Type of Call Management | Commission | Revenue Base for Calculation of | Commission Payment Address |
|---------------------------|-------------------------|------------|---------------------------------|----------------------------|
|---------------------------|-------------------------|------------|---------------------------------|----------------------------|

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| | | | | |
|---|-----------|------------|----------------|---|
| | t Service | Percentage | Commission | |
| Delta County Sheriff's Office 555 Palmer Street Delta, CO 81416 | SCP | 39%* | Gross Revenues | 555 Palmer Street Delta, CO 81416-0172 |

***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. The Commission will be paid on both interstate and intrastate calls.**

3. Additional Applications. The following Applications are added to the Agreement:

SECURUS VIDEO CONNECT / CONNECTUS

Securus Video Connect ("SVC") is a web-based visitation system that allows individuals to schedule and participate in video sessions with inmates. SVC runs on the ConnectUs Inmate Service Platform ("ConnectUs"), an inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single interface with a customized mix of applications ("ConnectUs Applications"). The configuration of SVC and ConnectUs ordered by Customer, its retail cost, and the length of time SVC sessions are stored is specified in the Securus Inmate Services Platform – Price List below:

Securus Inmate Services Platform - Price List

| Type | Description | One Time / Recurring | Price/Unit | QTY | Total |
|---|---|----------------------|-----------------------|--|-------------------|
| Hardware | Video Visitation Terminals - Single Handset (Inmate) | One Time | \$ 4,000 | 9 | \$ 36,000 |
| | Video Visitation Terminals - Single Handset (Visitor) | One Time | \$ 4,000 | 0 | \$ - |
| | Video Visitation Terminals - Dual Handset (Visitor) | One Time | \$ 4,250 | 0 | \$ - |
| | Mobile Cart, Including UPS Battery Backup | One Time | \$ 1,770 | 0 | \$ - |
| Installation and Implementation (Software Application is one time per App, per contract) | Networking Wiring | One Time | \$ 1,750 ^A | 9 | \$ 15,750 |
| | Electrical Wiring ^B | One Time | \$ 1,500 | 0 | \$ - |
| | Hardware Installation | One Time | \$ 500 | 9 | \$ 4,500 |
| | JMS and 3rd Party Vendor Integration** | One Time | \$ - | 0 | \$ - |
| | Software Application Setup: | One Time | \$ - | 1 | \$ - |
| | - Securus Video Visitation Application | One Time | \$ - | 1 | \$ - |
| | - Phone Call Application | One Time | \$ - | 1 | \$ - |
| | - Inmate Forms Application (Grievance) | One Time | \$ - | 1 | \$ - |
| | - Inmate Handbook Application (.PDF) | One Time | \$ - | 1 | \$ - |
| | - Third Party Vendor Commissary Application | One Time | \$ - | 0 | \$ - |
| | - Website Education Application (URL) | One Time | \$ - | 0 | \$ - |
| | - Inmate Videos Application (.MP4) | One Time | \$ - | 0 | \$ - |
| | - Self-Op Commissary Ordering Application | One Time | \$ - | 0 | \$ - |
| | - Emergency Visitation Application | One Time | \$ - | 0 | \$ - |
| - Video Relay Service | One Time | \$ - | 0 | \$ - | |
| Annual Subscription and Hosting Fee (per App, per Terminal, per year) | Job Search Application | Recurring | \$ - | 1 | \$ - |
| | Law Library Application | Recurring | \$ - | 0 | \$ - |
| | Securus Video Visitation Application | Recurring | \$ - | 9 | \$ - |
| | Phone Call Application | Recurring | \$ - | 1 | \$ - |
| | Inmate Forms Application (Grievance) | Recurring | \$ 5,000 | 1 | \$ 5,000 |
| | Inmate Handbook Application (.PDF) | Recurring | \$ 5,000 | 1 | \$ 5,000 |
| | Third Party Vendor Commissary Application | Recurring | \$ - | 0 | \$ - |
| | Website Education Application (URL) | Recurring | \$ - | 0 | \$ - |
| | Inmate Videos Application (.MP4) | Recurring | \$ - | 0 | \$ - |
| | Self-Op Commissary Ordering Application | Recurring | \$ - | 0 | \$ - |
| | Emergency Visitation Application | Recurring | \$ - | 0 | \$ - |
| | Video Relay Service | Recurring | \$ - | 0 | \$ - |
| | Job Search Application | Recurring | \$ - | 1 | \$ - |
| | Law Library Application | Recurring | \$ - | 0 | \$ - |
| Misc. | Annual Terminal Extended Hardware Maintenance | Recurring | \$ 500 | 9 | \$ 4,500 |
| | Recurring Telecom | Recurring | \$ 2,880 | 1 | \$ 2,880 |
| | Recording Retention (30 days) | One Time | \$ 100 | 9 | \$ 900 |
| | Training (per day) | One Time | \$ 2,000 | 0 | \$ - |
| | | | | Term: | 5 |
| | | | | One-Time Cost | 57,150 |
| | | | | Annual License & Maintenance Cost (per year) | 17,380 |
| | | | | Total Cost: | \$ 144,050 |

* Customer responsible for electrical wiring

** Customer responsible for JMS/Commissary Integration Fees, if applicable

SVC and ConnectUs System Costs. Customer agrees to contribute toward the Total Cost of the system by paying a one-time amount of \$58,920, which will be invoiced within 45 days of the Second Amendment Effective Date and will be due and payable within 30 days of the invoice date. Except as otherwise stated in this Second Amendment, Provider will cover the remainder of the Total Costs set forth in the chart above. In the event this Agreement is terminated for any reason before the end of the Term, Customer will refund the amount of the Total Cost set forth above that has not been recovered by Provider.

If selected above, Provider will deploy a Third Party Vendor Commissary Application, once an agreement has been executed by and between Provider and Customer's commissary operator for such application. Customer is responsible for all costs associated with wiring and electrical installation as Customer will own any installed wire or network cabling upon termination of the Agreement. Provider will not charge an integration fee, but Customer is responsible for any Jail Management System (JMS) and Commissary integration fees if charged by those providers.

Customer also agrees to implement the following additional requirements:

1. Customer agrees that SVC must be available for paid remote sessions seven days a week for a minimum of 80 hours per terminal per week.
2. Customer will allow inmates to conduct remote visits without quantity limits other than for disciplinary action for individual inmate misbehavior.
3. All on-site sessions will be required to be scheduled at least 24 hours in advance, where practicable.

If the number of remote paid visits averages less than one per inmate per month, Provider and Customer agree to negotiate in good faith regarding additional compensation for Provider.

Provider will charge SVC session charges that are in compliance with state and federal regulatory requirements plus applicable taxes/fees/surcharges. If Customer wishes to offer free SVC sessions, a session charge equal to the then-current session rate, plus applicable taxes/fees/surcharges, will apply and will be invoiced to Customer or deducted from Commissions. It is Customer's sole responsibility to (i) establish and communicate its policies regarding monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide appropriate accommodations for non-recorded visits, as necessary. Provider is not responsible and hereby disclaims any liability for any and all content of the third-party applications and any documents, videos, or forms published by Customer or from outside sources. Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

SVC Compensation to Customer. If the number of monthly paid visits meets or exceeds 1.5 visits per inmate per month, Provider will pay Customer 5% of the charges collected for paid SVC sessions placed to Customer's Facility. Provider reserves the right to deduct SVC session credits from revenue calculations. Provider will pay SVC payments for a calendar month to Customer on or before the 30th day of the following calendar month in which the sessions occurred (the "Payment Date"). SVC Payments are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays.

Ownership and Use. The SVC system and ConnectUs will at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the software and any copies, custom versions, modifications, or updates of the software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's applications, the SVC system, and Provider's other products and services (collectively, the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

Legality / Limited License Agreement: For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no

representation or warranty as to the legality of recording or monitoring such sessions. Customer may utilize settings to disable the monitoring and recording function to prevent monitoring and recording of private sessions (i.e., attorney client privileged communications, clergy visits, etc.) which will be Customer's sole responsibility to identify, approve and disable. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

EMESSAGING

DESCRIPTION: Securus' eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and an inmate. Users purchase eMessaging "stamps," which are used to fund the transmission of an electronic message according to the following chart:

| Type of Message (When Available) | Number of Stamps | Notes |
|----------------------------------|------------------------|--|
| Text Message | 1 stamp per message | |
| Photo | 1 stamp per photo | Limit of 5 photos per eMessage; 3 MB / photo limit |
| eCard | 1 stamp per eCard | Limit of 5 eCards per eMessage |
| VideoGram | 3 stamps per VideoGram | |

Different types of attachments can also be combined in a single transmission.

The facility can access a web-based portal that enables message review, and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at www.securustech.net and must have a free Securus Online account to access. Approved messages and attachments are accessible by inmates through certain of Provider's technologies as agreed by Customer and Provider.

With Customer's agreement, Provider may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein.

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

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

Where available, using funds in an Inmate Debit account, inmates can purchase a book of stamps in the following quantities:

| Number of Stamps in Book | Stamp Book Price (Plus applicable taxes) |
|--------------------------|--|
| 1 | \$0.50 |

| | |
|----|--------|
| 2 | \$1.00 |
| 5 | \$2.50 |
| 10 | \$5.00 |

Provider will pay Customer a commission of 5% on each redeemed stamp based on the Stamp Book Price (excluding any applicable taxes/fees/surcharges), which may differ from facility to facility. A stamp is considered "redeemed" when it is used to send messages. 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.

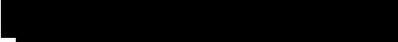
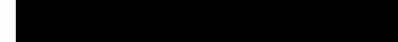
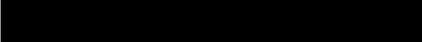
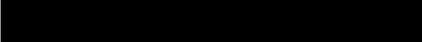
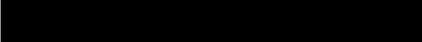
E-MESSAGING TERMS OF USE - Customer's use of eMessaging is governed by the terms and conditions at <https://www.securustechnologies.com/emessaging-terms-and-conditions>, which are incorporated herein by reference.

4. 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 inmate and friend and family funding of inmate telephone services to a model where those services are taxpayer-funded / paid for by Customer.

5. 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.

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><u>CUSTOMER:</u> Delta County Sheriff's Office</p> <p>By:  Name:  Title:  Date: <u>10-22-20</u></p> | <p><u>PROVIDER:</u> Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)</p> <p>By:  Name:  Title:  Date: <u>11/10/20</u></p> |
|---|---|

Please return signed contract to:

**4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator**

Phone: (972) 277-0300