

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

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

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

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

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

7. Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED as of the Effective Date.

CUSTOMER: Grand Traverse County, Michigan By: <u>[Signature]</u> Name: <u>RICHARD J. THOMAS</u> Title: <u>CHAIRMAN</u> Date: <u>7-7-10</u> <u>Customer's Notice Address and Phone Number:</u> 320 Washington Street Traverse City, Michigan 49684 Phone: (231) 922-4530	PROVIDER: Evercom Systems, Inc. By: <u>[Signature]</u> Name: Robert Pickens Title: Chief Marketing Officer Date: <u>7/15/10</u> <u>Provider's Notice Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel Phone: (972) 277-0300 <u>Provider's Payment Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: Accounts Receivable
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0410

**Schedule
GRAND TRAVERSE COUNTY (MI)
SITE 03080**

This Schedule is between Evercom Systems, Inc., a Delaware corporation and a wholly owned subsidiary of SECURUS Technologies, Inc. ("we" or "Provider"), and Grand Traverse County, Michigan ("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:

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

Signing and Annual Bonuses. On the first day of the month following the installation of the System we will pay you a signing bonus in an amount equal to fifteen thousand and no/100 dollars (\$15,000.00). Thereafter, within thirty (30) days after each Renewal Term, we will pay you an annual bonus in an amount equal to five thousand and no/100 dollars (\$5,000.00). If the Agreement is terminated for any reason before the end of the Initial Term, then you will refund to us an amount equal to the bonus times a fraction, the numerator of which is the number of months between the date of termination and the end of the initial Term, and the denominator of which is the number of months in the initial Term plus interest on the prorated amount in the amount of the lower of (a) fifteen percent (15%) per annum and (b) the maximum rate allowed by law. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission that we owe you. All Signing and Annual Bonus payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Signing and Annual Bonuses have been paid to you.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Collect, Prepaid Collect, and Debit Commission Percentage	Revenue Base for Calculation of Commission	Payment Address
Grand Traverse County Sheriff's Office 851 Woodmere Ave. Traverse City, MI 49686	SCP	54%	GROSS	Grand Traverse County 320 Washington Street Traverse City, MI 49684

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer represents that (i) it will be responsible for

distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

WORKSTATION REQUIREMENTS	
Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
INTERNET 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, before any Technical Support outage. For your calls to Technical Support, the average monthly call answer time is generally 120 seconds or less.

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

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

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

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

4. **Response Process.** In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.
5. **Performance of Service.** All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.
6. **Escalation Contacts.** Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.
7. **Notice of Resolution.** After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.
8. **Monitoring.** We will monitor our back office and validation systems 24 hours a day, seven days a week.
9. **Required IGR.** You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.
10. **End-User Billing Services and Customer Care.** Our Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

DEBIT ON SCP

DESCRIPTION:

Debit on SCP is a secure inmate owned phone account that allows inmates to use funds from their commissary/trust accounts to make phone calls. Inmates transfer funds as required into their debit phone account to place calls. This account can be funded manually by the Facility or via an automated file transfer from the Customer's JMS or Commissary system.

The Debit on SCP calling product operates using PINs, and offers an easy to use user-interface to Facilities for investigative and reporting tasks, which allows the Customer to track detailed financial reporting, as well as inmate phone usage and calling habits.

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 it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If you authorize us, we will deal with your third party commissary operator ("Commissary Operator") for the sole purpose of selling prepaid calling cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for prepaid cards sold to Commissary Operator on your behalf.

TAXES:

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Customer agrees to pay all taxes levied by a duly constituted taxing authority against or upon the charges hereunder or on this Agreement, except, however, any taxes based on Provider's income, which taxes shall be paid by Provider. Customer agrees to provide to Provider the Customer's

applicable State Sales and Use Tax Resale Certificate. Unless Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will charge Customer's appropriate and applicable taxes on the sale of the Prepaid Calling Cards.

COMPENSATION:

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

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Discount Percentage
Grand Traverse County Sheriff's Office 851 Woodmere Ave. Traverse City, MI 49686	54%

SECURE INSTANT MAIL™

DESCRIPTION:

Secure Instant Mail™ provides friends and family members the ability to send secure electronic messages from any PC connected to the internet. These letters are securely stored on the Secure Instant Mail™ server until they are downloaded by facility mailroom personnel. To reduce the chance of passing illegal information through the electronic mail, Secure Instant Mail™ automatically scans and alerts selected personnel to key words and highlights each selected word for review by investigators. In addition, Secure Instant Mail™ transliterates from multiple languages into English for fast review. Facility personnel print and distribute approved letters while also having the ability to reject and return unapproved letters to the original sender. If approved by the facility, friends and family can pre-pay for a return message in which the inmate may hand write a return a letter to the sender. Return letters are faxed to the Secure Instant Mail server where they are converted to a .pdf and automatically emailed to the original sender.

Facility Responsibilities: The facility is responsible for having a PC connected to the internet and printer in order to accept incoming Secure Instant Mail messages. In order to process outgoing electronic messages, the facility will also be responsible for having a fax.

Compensation. The parties acknowledge that the sender will pay a transaction fee per electronic transaction for each incoming message of \$0.60 for first 2 pages with \$0.30 per additional page. The end user (sender) is required to set up a prepaid account on the www.secureinstantmail.com website to utilize the Secure Instant Mail™ service. Provider will deduct said transaction fees from the customer's prepaid account. The Provider agrees to pay Customer on a quarterly basis \$0.10 per message transaction collected by Provider. All Secure Instant Mail payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you.

VOICE BIOMETRICS™

Voice Biometrics™ provides validation of inmate personal identification numbers (PINs) through voice verification technology for purposes of improved security and reduced potential of fraud and consumer harassment by inmates. Where installation of Voice Biometrics™ is requested by confinement facilities, a per call service charge of \$0.25 applies and an interstate per call charge of \$0.40 applies in addition to all applicable message charges, operator assistance service charges, and other miscellaneous service charges.

VOICE MESSAGING

DESCRIPTION:

The Voice Messaging application provides a secure, password protected, 2-way communication vehicle for inmates and friends & family members, with which they can leave voice messages. The application uses the existing phone system and all voice messages can be recorded and reviewed in the same manner as the other phone services provided. The messaging service can be terminated at will for particular inmates. No additional equipment is provided with this application.

COMPENSATION:

A \$0.75 transaction fee plus applicable taxes will be charged to the end-user for each message delivered.

The Customer will receive \$0.25 for each transaction fee collected by Provider. All Messaging payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you.

E-IMPORTS

DESCRIPTION:

"E-imports" is an application that offers automated PIN Management and eliminates the need for detention facility personnel to enter inmate profile information from the jail management system (JMS) into the inmate telephone system in cases where the use of a PIN for inmate calling is desired. With E-Imports, the SCP system imports inmate profile information from a detention facility's JMS when an inmate is booked, transferred, updated, or released.

CALLING RATES

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

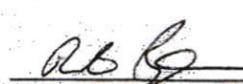
**Exhibit A: Customer Statement of Work
GRAND TRAVERSE COUNTY (MI)
SITE 03080**

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 Grand Traverse County, Michigan ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

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

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, up to 5 S-Gate licenses, and storage for thirty (30) day/purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Schedule Effective Date.

<u>CUSTOMER</u> Grand Traverse County, Michigan By:  Name: <u>RICHARD F. THOMAS</u> Title: <u>CHAIRMAN</u>	<u>PROVIDER</u> Evercom Systems, Inc. By:  Name: Robert Pickens Title: Chief Marketing Officer
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Please return signed contract to:

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

Attention: Contracts Administrator

Phone: (972) 277-0410

**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 by and between Grand Traverse County, Michigan ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider") with an Effective Date of July 15, 2013 (the "Agreement").

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

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

1. Term. This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement.
2. Applications. The following Applications are hereby added to the Agreement:

INVESTIGATOR PRO™

DESCRIPTION:

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice print enrollment process. This inmate voice print enrollment process will be the responsibility of Customer.

AUTOMATED INFORMATION SERVICES

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 Customer will receive each month as a commission payment. AIS™ Jail Voicemail is not subject to any other compensation.

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. 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.

CUSTOMER: Grand Traverse County, Michigan By: <u></u> Name: <u>TODD RITTER</u> Title: <u>CAPTAIN</u> Date: <u>OCTOBER 7, 2015</u>	PROVIDER: Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: President Date: _____
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Please return signed contract to:

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

Attention: Contracts Administrator

Phone: (972) 277-0300

**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 Grand Traverse County, Michigan ("you" or "Customer") with an Effective Date of July 15, 2013, as subsequently amended by that certain First Amendment dated October 8, 2015, and Contract Addendum dated July 8, 2016 (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 July 14, 2017. 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. 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 the interstate call rates shall not exceed the rate caps set forth in the FCC Order, and no commission shall be paid on revenues earned through the completion of interstate calls of any type received from the Agreement, notwithstanding anything to the contrary contained in the Agreement.
3. Except as expressly amended by this Third Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Third Amendment Effective Date.

CUSTOMER: Grand Traverse, Michigan By: <u><i>Christine Maxbauer</i></u> Name: <u>Christine Maxbauer</u> Title: <u>Board of Commissioners Chair</u> Date: <u>October 13, 2016</u>	PROVIDER: Securus Technologies, Inc. By: <u><i>Robert Pickens</i></u> Name: Robert Pickens Title: President Date: <u>10-25-16</u>
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Please return signed contract to:

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

RECEIVED
10-18-16

**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 Grand Traverse County, Michigan ("you" or "Customer") with an Effective Date of July 15, 2013; 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, Section 4 of the Agreement is hereby amended to reflect that the Term shall be extended by twelve months with a modified end date of July 14, 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. **Address Change.** Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address:

Payment Address:

4000 International Parkway
Carrollton, Texas 75007
Attention: General Counsel
Phone: (972) 277-0335

4000 International Parkway
Carrollton, Texas 75007
Attention: Accounts Payable
Phone: (972) 277-0335

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

EXECUTED as of the Fourth Amendment Effective Date.

<p>CUSTOMER: Grand Traverse, Michigan</p> <p>By: <u>Carol J. Crawford</u> Name: <u>Carol Crawford</u> Title: <u>Chairwoman, BOC</u> Date: <u>6/7/17</u></p>	<p>PROVIDER: Securus Technologies, Inc.</p> <p>By: <u>[Signature]</u> Name: Robert Pickens Title: President Date: <u>6-22-17</u></p>
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Please return signed contract to:

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

RECEIVED
6-15-17

**FIFTH AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **FIFTH AMENDMENT** ("Fifth Amendment") is effective as of the last date signed by either party ("Fifth Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Grand Traverse County, MI ("you" or "Customer") dated July 15, 2013, 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 Fifth Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This Fifth Amendment shall commence on the Fifth 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 July 14, 2023. 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 Fifth Amendment Effective Date, the FACILITIES AND RELATED SPECIFICATIONS chart on page 6 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
Grand Traverse County Sheriff's Office 851 Woodmere Avenue Traverse City, MI 49686	SCP	40%*	Gross Revenues	320 Washington Street Traverse City, MI 49684

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, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] - Rates for Interstate Calling Services - effective February 11, 2014, 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 Fifth Amendment Effective Date, the FACILITIES AND RELATED SPECIFICATIONS chart in the INMATE DEBIT section on page 10 of the Agreement is deleted in its entirety and replaced with the following:

Facility Name and Address	Debit Commission Percentage
Grand Traverse County Sheriff's Office 851 Woodmere Avenue Traverse City, MI 49686	40%*

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, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] - Rates for Interstate Calling**

Services - effective February 11, 2014, no commission will be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).

4. Additional Applications. As of the Fifth Amendment Effective Date, the following Applications are added to the Agreement:

THREADS™

DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Customer's use of THREADS™ is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

The cost of THREADS™ was considered and included in offering the Commission and Debit Commission percentages contained herein.

COMMUNITY FEATURE:

Customer has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. Customer acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

THREADS™ TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, 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 THREADS™ application. Customer acknowledges and understands that the 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 THREADS™ application 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 THREADS™ application.
2. Customer acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer will (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.
3. Customer understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "AS IS." Customer further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer will not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its sole discretion that the THREADS™ application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately

terminate Customer's access to the THREADS™ application and will have no further liability or responsibility to Customer with respect thereto.

4. Provider will have no liability to Customer (or to any person to whom Customer may have provided data from the THREADS™ application) for any loss or injury arising out of or in connection with the THREADS application 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 THREADS™ application, 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 \$100.00. 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. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THREADS™ APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER 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 THREADS™ APPLICATION OR THE UNAVAILABILITY THEREOF.

5. 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 THREADS™ application or information obtained in connection therewith.

LOCATION BASED SERVICES

DESCRIPTION:

Securus' Location Based Services ("LBS") provides Customer with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Securus device by an inmate confined at a Customer Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by Customer. When a mobile device user's prior approval is required by law for MLD to be provided to Customer, such approval will be obtained in accordance with wireless carrier-approved disclosure and opt-in processes. LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. Customer's use of LBS is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

The cost of LBS was considered and included in offering the Commission and Debit Commission percentages contained herein.

LBS TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, 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 Location-Based Services application. Customer acknowledges and understands that the 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 by Customer of the Location-Based Services application 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 Location-Based Services application.

2. Customer acknowledges that the information available through the Location-Based Services application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer will (a) restrict access to Location-Based Services to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the Location-Based Services application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the

Location-Based Services application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the Location-Based Services application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.

3. Customer understands and acknowledges that all information used and obtained in connection with the Location-Based Services application is "AS IS." Customer further understands and acknowledges that Location-Based Services uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer will not rely on Provider for the accuracy or completeness of information obtained through the Location-Based Services application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Location-Based Services application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the Location-Based Services application. Moreover, if Provider determines in its sole discretion that the Location-Based Services application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Location-Based Services application and will have no further liability or responsibility to Customer with respect thereto.

4. Provider will have no liability to Customer (or to any person to whom Customer may have provided data from the Location-Based Services application) for any loss or injury arising out of or in connection with the Location-Based Services application 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 Location-Based Services application, 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 \$100.00. 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. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOCATION-BASED SERVICES APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LOCATION-BASED SERVICES APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER 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 LOCATION-BASED SERVICES APPLICATION OR THE UNAVAILABILITY THEREOF.

5. 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 Location-Based Services application or information obtained in connection therewith.

5. Video Visitation. In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to this Agreement, Provider will deploy a Video Visitation System at the Facility(s) during the Term of the Agreement as more fully set forth in Video Visitation Schedule, attached hereto and incorporated herein by reference.

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

7. 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.

8. 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

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

EXECUTED as of the Fifth Amendment Effective Date.

<p>CUSTOMER: Grand Traverse County, MI</p> <p>By: <u><i>Jean Serenzy</i></u> Name: <u>Jean Serenzy</u> Title: <u>Interim County Administrator</u> Date: <u>February 26, 2018</u></p>	<p>PROVIDER: Securus Technologies, Inc.</p> <p>By: <u><i>RA Pickens</i></u> Name: Robert Pickens Title: President Date: <u>3-6-18</u></p>
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Please return signed contract to:

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

**Schedule: SECURUS VIDEO VISITATION
GRAND TRAVERSE COUNTY (MI)
A001349**

This Securus Video Visitation Schedule is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider" or "Securus") and Grand Traverse County, MI ("you" or "Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date").

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

TERMS:

Provider will charge Securus Video Visitation session charges that are in compliance with state and federal regulatory requirements, and Provider may impose time limitations on Video Visitation sessions at its discretion; provided, however, that Provider reserves the right, at its sole option, to (i) offer promotional pricing, (ii) offer monthly flat rate subscription services, which would allow for unlimited monthly remote visits (certain restrictions may apply), and (iii) to extend the duration of visitation sessions. If Customer wishes to offer free sessions for any reason other than as allowed pursuant to the Agreement, a session charge equal to the then-current session rate, plus applicable taxes/fees/surcharges, will apply and will be invoiced to Customer. As used herein, "remote" Video Visitation sessions will mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions will mean sessions where the inmate's visitor is visiting from a terminal located on Customer's premises.

Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) unless otherwise prohibited by Customer's telephone service contract, add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants; and (c) issue a joint press release regarding the execution of this agreement by both parties. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at www.securustech.net.

If applicable, all recorded Video Visitation sessions will have a standard retention of 30 days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within 30 days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after 30 days. Further, it is Customer's sole responsibility to (i) establish and communicate its policies regarding the 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 for appropriate accommodations to allow for non-recorded visits, as necessary.

The upfront and recurring operational costs for the deployment, management and support of the Video Visitation System are set forth in the Sales Order Form contained in Attachment 1 hereto (the "Total Costs"). Customer, at its option, may either elect to pay the Total Costs itself or have Provider pay the Total Costs by choosing one of the following options (place a check ("✓" or "X") next to option selected):

Option 1: Customer elects to pay all of the Total Costs set forth in Attachment 1 hereto. By choosing this option, the four additional requirements listed under Option 2 will not apply.

Option 2: Customer elects to have Provider pay the Total Costs set forth in Attachment 1. By choosing this option, Customer agrees to implement the following additional requirements (which are designed to (i) maximize the full utilization of the Video Visitation System at the Facility(s), (ii) assist Customer in maximizing the scheduling System Software, (iii) improve and automate manual visitation processes, (iv) increase officer safety, (v) maximize the options to the inmates and public to conduct visitation, and (vi) thus allow Provider to recover the total costs over time):

1. Customer agrees that Video Visitation must be available for paid remote sessions seven days a week for a minimum of 80 hours per Video Visitation terminal per week.

2. Customer will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
3. All on-site Video Visitation sessions will be required to be scheduled at least 24 hours in advance, where practicable.
4. Within 6 months following deployment of the Video Visitation System, Customer will endeavor to reach at least one remote paid Video Visitation session per inmate per month. If at any time during the Term of the Agreement after the first 12 months following deployment of the Video Visitation System, Customer's utilization of the Video Visitation System is not on plan to allow Provider to recover such total cost funding due to unrealized revenue, then Provider may recover such unrealized revenue through, at Provider's option, contract term extension, and/or payment by Customer by invoice.

Further, because Customer elects to have Provider fund the Total Cost identified on the attached Sales Order Form, if the Agreement is terminated for any reason before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the attached Sales Order Form. Customer will pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.

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

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

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

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

When applicable, Provider will 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 WILL 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.

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

LEGALITY/LIMITED LICENSE AGREEMENT: For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. 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.

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

<p>CUSTOMER:</p> <p>Grand Traverse County, MI</p> <p>By: <u>Jean M. Derenzy</u></p> <p>Name: <u>Jean Derenzy</u></p> <p>Title: <u>Interim County Administrator</u></p>	<p>PROVIDER:</p> <p>Securus Technologies, Inc.</p> <p>By: <u>Robert Pickens</u></p> <p>Name: Robert Pickens</p> <p>Title: President</p>
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**Schedule: ConnectUs Inmate Service Platform
GRAND TRAVERSE COUNTY (MI)
A001349**

This Schedule is between Securus Technologies, Inc. ("Provider"), and Grand Traverse County, MI ("Customer") and is part of and governed by the Master Services Agreement (the "Agreement") between the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date").

CONNECTUS INMATE SERVICE PLATFORM

DESCRIPTION:

ConnectUs Inmate Service Platform. ConnectUs is a secure, comprehensive inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications ("Applications"). ConnectUs allows inmates to use multiple Applications at the same time and automatically prioritizes scheduled communications events to take precedence over non-scheduled events.

GENERAL TERMS AND CONDITIONS:

1. PROVISION OF SERVICE

Provider will make the following Services available to Customer through its ConnectUs Inmate Service Platform (collectively, the "Service") at the Facility(s) during the Term of the Agreement, subject to the terms of the Agreement, this Schedule and each mutually acceptable written ordering document for the Service executed by both Customer and Provider (each, a "Sales Order Form"): (a) the services ordered by Customer as specified in the Sales Order Form attached hereto as Attachment 1 and incorporated herein by this reference; and (b) any additional services ordered pursuant to a mutually acceptable amendment to the Agreement executed by both Customer and Provider.

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

2.1 Grant of Rights. Subject to the terms of the Agreement and this Schedule: (a) Provider hereby grants Customer a non-exclusive, non-transferable right during the Term of the Agreement to access and use the Service solely for Customer's internal business purposes as contemplated herein, subject to the Service scope and pricing specified herein and the applicable Sales Order Form; and (b) Customer hereby grants Provider a non-exclusive, non-transferable right to use the electronic data specifically pertaining to Customer and/or its users that is submitted into the Service (collectively, "Customer Data") as necessary for the limited purpose of performing the Service.

2.2 Ownership. Provider and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "Provider Property"): (a) the Service and all other software, hardware, technology, documentation, and information provided by Provider in connection with the Service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Provider during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by Provider in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Customer's rights in connection with the Provider Property. Customer owns and retains all right, title, and interest in and to the Customer Data and all intellectual property rights therein. Except as otherwise expressly authorized herein or by Customer in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Provider's rights in connection with the Customer Data.

2.3 Use and Restrictions.

(a) Except as expressly permitted under the Agreement or this Schedule, Customer will not directly or indirectly do any of the following: (i) access, use, sell, distribute, sublicense, or commercially exploit any Provider Property or any rights under the Agreement, including without limitation any access or use of any Provider Property; (ii) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the Service; (iii) copy, modify, or prepare derivative works based on Provider Property; (iv) reverse engineer, decompile, disassemble, or attempt to derive source code from any Provider Property; or (v) remove, obscure, or alter any

intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Provider Property.

- (b) At Provider's sole and reasonable discretion, certain of the selected Applications will be made available only during times which would not otherwise interfere with the use of Provider's revenue generating Applications and services.
- (c) Applications ordered by Customer may be disabled by Customer at any time during the Term of the Agreement upon written notice to Provider by an authorized representative of Customer; provided, however, Customer will remain responsible for paying the Annual Subscription and Hosting Fee according to the Agreement, this Schedule and Sales Order Form(s) set forth in Attachment 1, unless otherwise agreed by both parties pursuant to a written and signed amendment.
- (d) Provider may deny the publication of certain documents, videos or forms in connection with the Service, if in Provider's sole and reasonable discretion, such materials are in conflict with the provision of Provider's Service hereunder.
- (e) Customer will allow Provider to display videos, documents and digital messages to inmates through ConnectUs to promote Provider's new and existing services, products and features.
- (f) Provider is not responsible and hereby disclaims any liability for any and all content of the third party Applications and any documents, videos or forms published by Customer or from outside sources.

3. FEES AND PAYMENT TERMS

- 3.1 Securus will fund the Total Cost identified on the attached Sales Order Form. If the Agreement is terminated for any reason before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the attached Sales Order Form. Customer will pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.
- 3.2 Provider will deploy its Inmate Forms (Grievance), Inmate Handbook (PDF), and Law Library ConnectUs Applications at no cost to Customer.
- 3.3 Customer will be responsible for all Jail Management System and Commissary integration fees, if applicable, as well as electrical wiring installation.

4. WARRANTIES AND LIMITATIONS

4.1 Service Warranties.

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

4.2 Limitation of Warranty.

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

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

EXECUTED as of the Schedule Effective Date.

<u>CUSTOMER:</u> Grand Traverse County, MI By: <u>Jean M. Derenzky</u> Name: <u>Jean M. Derenzky</u> Title: <u>Interim County Administrator</u>	<u>PROVIDER:</u> Securus Technologies, Inc. By: <u>Robert Pickens</u> Name: Robert Pickens Title: President
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ConnectUs Inmate Service Platform

SALES ORDER FORM

SERVICE DESCRIPTIONS

APPLICATIONS

Through ConnectUs, Provider offers the following Applications. (The Applications specifically ordered by Customer are reflected on the Price Page, which follows.)

Video Visitation Application

The ConnectUs Video Visitation Application provides video face-to-face visits between inmates and the inmates' friends and family members and also allows the inmate to view upcoming scheduled visits using the ConnectUs touch screen. This Application requires an executed agreement between Provider and Customer for Provider's Securus Video Visitation.

Phone Call Application

The ConnectUs Phone Call Application allows inmates to place calls, which go through Provider's centralized Secure Call Platform ("SCP") simply by pressing the Phone Call icon on the touch screen of ConnectUs. This Application requires an executed agreement between Provider and Customer for Provider's SCP Call Platform.

Inmate Forms (Grievance) Application

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

Third Party Vendor Commissary Application

The ConnectUs Third Party Vendor Commissary Application provides an automated means for inmates to order commissary goods through Customer's third-party commissary provider.

Website Education Application (URL)

The ConnectUs Website Education Application makes Customer-approved third party educational websites available to inmates.

Inmate Videos Application (.MP4)

The ConnectUs Inmate Videos Application enhances communications with inmates by allowing multiple Customer-approved videos.

Inmate Handbook Application (.PDF)

The ConnectUs Inmate Handbook Application publishes common PDF documents to inmates (e.g., the Inmate Handbook) for up-to-date access to Customer information.

Emergency Visitation Application

The ConnectUs Emergency Visitation Application allows inmates to initiate a request for a video call with Customer staff to report an emergency situation.

Sick Call Application

The ConnectUs Sick Call Application allows inmates to report symptoms to Customer health officials by completing a "sick form" that identifies the inmate's symptoms.

Self-Op Commissary Ordering Application

The ConnectUs Self-Op Commissary Ordering Application allows Customer to configure its commissary product line within ConnectUs giving inmates an automated means to order commissary goods.

Job Search Application

The ConnectUs Job Search Application allows inmate job-seekers access to local, regional and national jobs of all types and level of experience.

Law Library Application

The ConnectUs Law Library Application allows inmates to perform legal research through a comprehensive collection of state and federal laws, including resources pertaining to constitutions, statutes, cases and more.

SALES ORDER FORM

PRICE PAGE

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	16	\$ 64,000
	Video Visitation Terminals - Single Handset (Visitor)	One Time	\$ 4,000	0	\$ -
	Video Visitation Terminals - Dual Handset (Visitor)	One Time	\$ 4,250	3	\$ 12,750
	Mobile Cart, Including UPS Battery Backup	One Time	\$ 1,440	0	\$ -
Installation and Implementation (Software Application is one time per App, per contract)	Networking Wiring	One Time	\$ 500	19	\$ 9,500
	Electrical Wiring*	One Time	\$ 1,500	0	\$ -
	Hardware Installation	One Time	\$ 500	19	\$ 9,500
	JMS and 3rd Party Vendor Integration**	One Time	\$ -	0	\$ -
	Software Application Setup:	One Time			
	- 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	\$ -
	- Inmate Sick Form	One Time	\$ -	0	\$ -
	Job Search Application	Recurring	\$ -	0	\$ -
	Law Library Application	Recurring	\$ -	1	\$ -
Annual Subscription and Hosting Fee (per App, per Terminal, per year)	Securus Video Visitation Application	Recurring	\$ -	19	\$ -
	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	\$ -
	Inmate Sick Form	Recurring	\$ -	0	\$ -
	Job Search Application	Recurring	\$ -	0	\$ -
Law Library Application	Recurring	\$ 8,000	1	\$ 8,000	
Misc.	Annual Terminal Extended Hardware Maintenance	Recurring	\$ 500	19	\$ 9,500
	Recurring Telecom	Recurring	\$ 5,040	0	\$ -
	Recording Retention (30 days)	One Time	\$ 100	16	\$ 1,600
	On-Site Training (per day)	One Time	\$ 2,000	2	\$ 4,000

Term:	5
One-Time Cost	101,350
Annual License & Maintenance Cost (per year)	27,500
Total Cost:	\$ 238,850
Securus Investment:	\$ -
Customer Investment:	\$ 238,850

* Customer responsible for electrical wiring

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

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.

**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, Inc. ("we," "us," or "Provider") and Grand Traverse County, MI ("you" or "Customer") dated July 15, 2013, 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. 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. **Removal of Location Based Services.** Location Based Services is hereby removed from the Agreement.
3. **Commission Percentage Change.** The **FACILITIES AND RELATED SPECIFICATIONS** chart on page 6 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
Grand Traverse County Sheriff's Office 851 Woodmere Avenue Traverse City, MI 49686	SCP	41%*	Gross Revenues	320 Washington Street Traverse City, MI 49684

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. **Debit Commission Percentage Change.** The **FACILITIES AND RELATED SPECIFICATIONS** chart on page 10 of the Agreement is deleted in its entirety and replaced with the following:

Facility Name and Address	Debit Commission Percentage
Grand Traverse County Sheriff's Office 851 Woodmere Avenue Traverse City, MI 49686	41%*

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).**

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:

Grand Traverse County, MI

By: 

Name: TODD H. RITTER

Title: CAPTAIN / JAIL ADMINISTRATOR

Date: 9/5/18

PROVIDER:

Securus Technologies, Inc.

By: 

Name: Robert E. Pickens

Title: President and Chief Executive Officer

Date: 9-14-18

Please return signed contract to:

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

**SEVENTH AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **SEVENTH AMENDMENT** ("Seventh Amendment") is effective as of the last date signed by either party ("Seventh Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Grand Traverse County, MI ("you" or "Customer") dated July 15, 2013, 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 Seventh Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term.** This Seventh Amendment shall commence on the Seventh Amendment Effective Date and shall remain in effect through the Term of the Agreement. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
2. **Deployment of Additional Video Visitation Terminals.** Provider will deploy two additional Video Visitation Terminals in exchange for the commission reductions described herein.
3. **Commission Percentage Change.** The **FACILITIES AND RELATED SPECIFICATIONS** chart on page 6 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
Grand Traverse County Sheriff's Office 851 Woodmere Avenue Traverse City, MI 49686	SCP	39%*	Gross Revenues	320 Washington Street Traverse City, MI 49684

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. **Debit Commission Percentage Change.** The **FACILITIES AND RELATED SPECIFICATIONS** chart on page 10 of the Agreement is deleted in its entirety and replaced with the following:

Facility Name and Address	Debit Commission Percentage
Grand Traverse County Sheriff's Office 851 Woodmere Avenue Traverse City, MI 49686	39%*

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).

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

EXECUTED as of the Seventh Amendment Effective Date.

CUSTOMER:

Grand Traverse County, MI

By: Cpt. [Signature]
Name: CAPTAIN TODD LITTLE
Title: JAIL ADMINISTRATOR
Date: 09/12/19

PROVIDER:

Securus Technologies, Inc.

By: [Signature]
Name: Robert E. Pickens
Title: President and Chief Executive Officer
Date: 3-15-19

Please return signed contract to:

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

**Memorandum of Understanding
COVID-19 Response
GRAND TRAVERSE COUNTY (MI)**

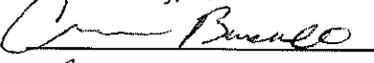
This Memorandum of Understanding ("MOU") is effective as of the last date of signature ("MOU Effective Date") and amends and supplements the current agreement for inmate communications services by and between Securus Technologies, LLC ("we," "us," or "Provider") and Grand Traverse County, MI ("you" or "Customer") (the "Agreement").

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

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

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

1. Term. This MOU is intended as a temporary amendment to the Agreement in response to disruptions being caused by the spread of the COVID-19 Coronavirus.¹ Accordingly, this MOU shall commence on the MOU Effective Date and shall remain in effect until April 22, 2020 (the "Term"). This MOU may only be extended by mutual consent of the parties. Moreover, either party may terminate this MOU at any time for any reason. In the event this MOU is terminated, the parties will coordinate in good faith regarding the process of reversing the changes contemplated by this MOU.
2. Changes to Pricing and Billing. As soon as is practicable, during the Term of this MOU, Provider agrees to make the following changes to its pricing and billing procedures:
 - a. Provider will provide Customer with coupons for distribution to inmates allowing for one free video visitation session per inmate per week. The coupons will expire on a date that is mutually agreed upon by Provider and Customer.
3. Status Update. On or about 21 days after the implementation of the changes described in this MOU, Provider and Customer will confer in good faith regarding the impact of these changes and to discuss any further suggested changes.
4. MOU Confidentiality. Customer will not issue any press release or other public statement regarding the financial terms contemplated by this MOU unless mutually agreed upon by Provider and Customer, provided, however, this will not prohibit Customer from making any general statements about its coronavirus response plan and benefits to affected inmates.
5. Additional Changes to Pricing and Billing. During the Term of this MOU, the parties agree that additional changes in addition to those described in Section 2 of this MOU may be made by mutual documented consent. Any such changes will terminate upon the termination of this MOU.
6. Except as expressly amended by this MOU, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

CUSTOMER: Grand Traverse County, MI By: <u></u> Name: <u>Chris Burschett</u> Title: <u>Captain</u> Date: <u>3-24-20</u>	PROVIDER: Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By: <u></u> Name: Dennis J. Reinhold Title: Senior Vice President and General Counsel Date: <u>3/27/20</u>
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RECEIVED
3-26-20

¹ Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.