

**SECOND AMENDMENT
TO
MASTER SERVICES AGREEMENT**

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

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

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

1. Term. This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
2. Additional Applications. As of the Second Amendment Effective Date the following Applications are added to the Agreement:

AUTOMATED INFORMATION SERVICES

DESCRIPTION:

Provider will provide the Automated Information Services (AIS™) as described herein. 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 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
- ✓ Ability to fund an inmate trust account
- ✓ Ability to leave a voice mail (Required)

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

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 \$1.99 usage fee for each voicemail they leave, 20% of which Provider will pay to Customer each month. AIS™ Jail Voicemail is not subject to any other compensation.

COMPENSATION:

Customer will pay a monthly fee in the amount of \$300 in exchange for AIS™ ("AIS™ Fee"). The monthly AIS™ Fee will be payable through a Commission deduction, which will be deducted on the sooner of (i) the month

following the AIS™ installation, or (ii) 60 days following the date Customer signs this Service Order. If the AIS™ Fee exceeds 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 will be due within 30 days after the date of the invoice.

Notwithstanding anything to the contrary, the parties acknowledge that the AIS™ monthly fee is based on Customer's estimated Average Daily Population ("ADP"). If the ADP levels fluctuate by more than 15%, Provider reserves the right to renegotiate or terminate AIS™ upon 60 days advance written notice to Customer.

Provider will not charge integration fees but if a vendor charges an integration fee Customer will be responsible for its payment.

3. 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.

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

5. 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

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

EXECUTED as of the Second Amendment Effective Date.

CUSTOMER: Rice County Sheriff's Office By: <u>Jake Marinento</u> Name: <u>Jake Marinento</u> Title: <u>Jail Administrator</u> Date: <u>10/5/18</u>	PROVIDER: Securus Technologies, Inc. By: <u>Robert Pickens</u> Name: Robert Pickens Title: President Date: <u>10-10-18</u>
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Please return signed contract to:
4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300