

**SECOND AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by a party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Clinton County Sheriff's Department ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider") dated October 3, 2007, as subsequently amended by that certain First Amendment dated February 21, 2012 (the Master Services Agreement and First Amendment are collectively the "Agreement").

WHEREAS, Customer desires and Provider agrees to amend the Agreement to provide for the sale of prepaid calling cards through a commissary operator; and

WHEREAS, Customer authorizes Provider to work directly with Customer's Commissary Operator, Keefe Commissary with its principal place of business located at 10880 Linpage Place, St. Louis, MO 63132 ("Commissary"), for the sole purpose of allowing the inmates to purchase prepaid calling cards directly and exclusively from the Commissary.

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. **PREPAID CALLING CARD SERVICES.** Customer hereby requests that as of this Second Amendment Effective Date all Prepaid Calling Cards shall be sold by Customer's commissary operator identified herein to the inmates and detainees at the Facilities identified below.

DISCOUNT. Customer understands and agrees that any discounts Customer received from Provider as a result of the purchase and sale of the Prepaid Calling Cards is hereby forfeited and no longer applicable under the Agreement. As of this First Amendment Effective Date, Customer understands and agrees Provider is neither responsible nor liable for any fees or other compensation agreed upon between Customer and its commissary operator, and Provider shall not interfere with nor be responsible for any compensation agreement entered into between Customer and its commissary operator.

VALIDATION. Each Prepaid Calling Card will be valid for no more than six (6) months from the date it is first used. The Prepaid Calling Cards are not returnable or refundable; all sales are final. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee on non-local calls.

CHANGE IN COMMISSARY OPERATOR. Customer shall notify Provider *in writing* of any change in the identity of the commissary operator, or if Customer wishes to resume the purchase and resale of Prepaid Calling Cards, which change shall be effective on the date that Provider receives the notice.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Commissary Operator Name
Clinton County Sheriff's Department 1347 Townsend Road St. Johns, MI	Keefe Commissary

3. 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.

[SIGNATURES NEXT PAGE]

RECEIVED
FEB 07 2013

BY:

EXECUTED as of the Second Amendment Effective Date.

CUSTOMER: Clinton County Sheriff's Department By: <u>Capt. Michael Vetter</u> Name: <u>MICHAEL VETTER</u> Title: <u>CAPTAIN</u> Date: <u>JAN. 25, 2013</u>	PROVIDER: Securus Technologies, Inc. By: <u>Robert Pickens</u> Name: Robert Pickens Title: Chief Operating Officer Date: <u>2-7-13</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