

CONTRACT AMENDMENT

CONTRACT NAME: INMATE TELEPHONE AND VIDEO VISITATION

AMENDMENT NUMBER: 6

This amendment is made to Inmate Telephone and Video Visitation (Contract) between the State of North Dakota, acting through its Information Technology Department in cooperation with the Office of Management and Budget State Procurement Office (STATE), and Securus Technologies, LLC (CONTRACTOR).

The parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Contract, then, notwithstanding any term in the Contract, the following terms and conditions govern and control the rights and obligations of the parties.

The parties agree to amend the Contract as follows:

Renewal

Contract Section 6, Term of Contract. The Contract commenced on November 1, 2016 for a period of four (4) years with six (6) options to renew the Contract under the same terms and conditions for a period of 12 months each.

STATE is exercising its five (5) remaining options to renew the Contract for an additional 60 months; therefore, the Contract is amended to change the termination date shall be October 31, 2026.

Scope of Services

STATE agrees to purchase 1,600 of CONTRACTOR'S JP6 model tablets at a price of \$109, plus (if applicable) taxes. STATE will not be paid any commission in connection with the \$109 sale price of these tablets. Future JP6 tablet sales to STATE, if needed, will be at that same price. As may be necessary from time to time, CONTRACTOR agrees to support this inventory with refurbishment services as needed. CONTRACTOR will invoice STATE for this amount within forty-five (45) days of the effective date of this Amendment Number 6, and this invoice will be due and payable within thirty (30) days of receipt.

Inmates who previously purchased a JP6 tablet prior to the execution date of Amendment Number 6 will be provided a onetime media credit based on their purchase price, not to exceed \$119. Inmates who do not own a JP6 tablet will be provided the opportunity to upgrade to a JP6 tablet purchased by STATE at no cost to the inmate. Inmates who choose to upgrade will not be provided a media credit. Any inmate with a JP6 tablet will be required to surrender the tablet upon discharge from any STATE facility, and the tablet returned to CONTRACTOR.

This Amendment Number 6 shall be voidable by the STATE if the STATE has not received all 1,600 of the JP6 model tablets from the CONTRACTOR by December 30, 2020.

Exhibit A Scope of Services, is amended to reflect that CONTRACTOR will provide the following:

SECURUS DIGITAL MAIL CENTER

DESCRIPTION:

The Securus Digital Mail Center service and software allows authorized CONTRACTOR staff or correctional agency staff to scan certain physical mail and electronically deliver it to inmates through certain of CONTRACTOR's technologies (to the extent agreed and to the extent those products are

deployed at the Facility(s)). The Securus Digital Mail Center software contains a dashboard that provides the following capabilities and information: (1) ability to view, approve, reject, and manage scanned mail; (2) ability to set alerts when specific inmates receive mail; and (3) audit logs of activity associated with the Securus Digital Mail Center for increased administrative oversight.

CONFIGURATION:

CONTRACTOR Screened, Processed, and Delivered – CONTRACTOR will conduct the initial processing of physical mail and its conversion into electronic form, typically within 48 hours of receipt. After processing and, if desired, STATE approval, CONTRACTOR will distribute the electronic version of the mail through certain of CONTRACTOR’s technologies as agreed by STATE and CONTRACTOR. STATE will not forward mail to CONTRACTOR that is not reasonably susceptible to scanning (such as boxes, books, or other such materials which do not consist of printed correspondence on a two-dimensional page) and will take reasonable measures to inform inmates and their friends and family about this restriction. CONTRACTOR will have no obligation to attempt to scan such mail. In the event CONTRACTOR receives such mail from any source, it will be returned to STATE at STATE’s cost or returned to its sender. In the event CONTRACTOR receives mail addressed to an inmate that is not currently at STATE’s facility, such mail will be returned to its sender.

Digital Mail Center will initially be configured with the following options, which can be subsequently changed so long as STATE and CONTRACTOR agree in writing:

<p><u>Pre-Approval Prior to Delivery</u></p> <p><input type="checkbox"/> Auto Approve – CONTRACTOR will deliver all scanned mail. Written contraband will be treated in accordance with the “Discovery of Written Contraband / Images” section of this table.</p> <p><input checked="" type="checkbox"/> STATE Approve – STATE will review and approve all scanned mail prior to delivery</p>	<p><u>Physical Mail Handling</u></p> <p><input type="checkbox"/> Destroy after 30 days</p> <p><input checked="" type="checkbox"/> Return to STATE after 30 days (at STATE’s cost)</p>
<p><u>Discovery of Physical Contraband</u></p> <p><input type="checkbox"/> Release to local law enforcement (based on location of CONTRACTOR’s processing facility) and report to STATE for further direction</p> <p><input checked="" type="checkbox"/> Destroy</p> <p>CONTRACTOR will use reasonable efforts to identify such contraband based on STATE’s instructions and CONTRACTOR’s experience, but CONTRACTOR does not represent or warrant that it will correctly identify such contraband.</p>	<p><u>Discovery of Written Contraband / Images</u></p> <p><input type="checkbox"/> Do not scan, and report to STATE for further direction</p> <p><input checked="" type="checkbox"/> Scan and require additional STATE review</p> <p>CONTRACTOR will use reasonable efforts to identify such contraband based on STATE’s instructions and CONTRACTOR’s experience, but CONTRACTOR does not represent or warrant that it will correctly identify such contraband.</p>

COMPENSATION:

STATE will pay CONTRACTOR \$1,600 per month in exchange for the Digital Mail Center service, which will be payable via commission deduction. Any STATE incremental costs incurred pursuant to these terms, if applicable, will be paid by way of commission deductions. In any given month, in the event commissions earned are less than such costs, STATE may be sent an invoice for the remaining amount.



SECURUS DIGITAL MAIL CENTER TERMS OF USE:

1. Privileged Mail. The STATE represents and warrants that it will not process any mail through CONTRACTOR's service or software that originates from an attorney's office or is otherwise legally private or privileged. If CONTRACTOR receives mail originating from an attorney's office or other private/privileged establishments, CONTRACTOR will send it to the correctional agency at STATE's cost for physical delivery to ensure privilege is maintained or return it to its sender.
2. Withheld / Destroyed Mail. If the STATE elects to withhold mail from delivery to an inmate or directs CONTRACTOR to destroy mail per this Schedule, the STATE is solely responsible for notifying the inmate and the sender of such actions as may be legally required.
3. Storage of Electronic Information. All electronic information associated with the mail, including sender name, time, date, and address will be stored for the duration of the Term of the Agreement. Scanned images will be stored for a period of two years after they are scanned. It is the responsibility of STATE to remove any desired images from the housing location for permanent storage within two (2) years after their scan as they may be permanently deleted by CONTRACTOR after that time. At STATE's discretion, Digital Mail Center can be configured to allow inmates to download scanned images of mail addressed to them upon release from the Facility, provided such scanned images have not been previously deleted pursuant to this section.
4. Grant of Licenses. Subject to the terms of the Contract (a) CONTRACTOR hereby grants STATE a non-exclusive, non-transferable right during the Term of the Contract to access and use the Securus Digital Mail Center solely for STATE's internal business purposes as contemplated herein, subject to the service scope and pricing specified herein; and (b) STATE hereby grants CONTRACTOR a non-exclusive, non-transferable right to use the electronic data specifically pertaining to STATE and/or its users that is submitted into the Securus Digital Mail Center (collectively, "STATE Data") as necessary for the limited purpose of performing the service.
5. Compliance with Applicable Laws. STATE will comply with all applicable laws and government guidelines applicable to its access to and use of information obtained in connection with or through the Securus Digital Mail Center. STATE acknowledges and understands that STATE is solely responsible for its compliance with such laws and that CONTRACTOR does not make any representation or warranty as to the legality of the use of the Securus Digital Mail Center application or the information obtained in connection therewith. CONTRACTOR will not have any obligation or responsibility for STATE's compliance with any and all laws, regulations, policies, rules or other requirements applicable to STATE by virtue of its use of the Securus Digital Mail Center.
6. Ownership of Property. CONTRACTOR and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "CONTRACTOR Property"): (a) the Securus Digital Mail Center and all other software, hardware, technology, documentation, and information provided by CONTRACTOR in connection with the service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by CONTRACTOR 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 CONTRACTOR in writing, the non-exclusive use rights set forth in the Agreement are the entirety of STATE's rights in connection with the CONTRACTOR Property. STATE owns and retains all right, title, and interest in and to the STATE Data and all intellectual property rights therein. Except as otherwise expressly authorized herein or by STATE in writing, the non-exclusive use rights set forth in the Agreement are the entirety of CONTRACTOR's rights in connection with the STATE Data.
7. Modification and Termination. CONTRACTOR reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the Securus Digital Mail Center. Moreover, if CONTRACTOR determines in its sole discretion that the Securus Digital Mail Center and/or STATE's use thereof (1) violates the terms and conditions set forth herein and/or in the Contract; (2) violates any applicable rule; or (3) is reasonably likely to be so

determined, CONTRACTOR may, upon written notice, immediately terminate STATE's access to the Securus Digital Mail Center.

8. Limitation of Liability. EXCEPT FOR DIRECT DAMAGES THAT CANNOT BE LIMITED UNDER N.D.C.C. § 32-12.2-15, CONTRACTOR WILL NOT BE LIABLE FOR ANY INDIRECT DAMAGES, HOWEVER ARISING, INCURRED BY STATE FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE SECURUS DIGITAL MAIL CENTER APPLICATION OR THE UNAVAILABILITY THEREOF.
9. Warranties. STATE understands and acknowledges that all information used and obtained in connection with the Securus Digital Mail Center application is "AS IS." STATE further understands and acknowledges that the digital transcription of mail may or may not be thorough and/or accurate, and that STATE will not rely on CONTRACTOR for the accuracy or completeness of information obtained through the Securus Digital Mail Center Application. CONTRACTOR DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECURUS DIGITAL MAIL CENTER APPLICATION. CONTRACTOR DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SECURUS DIGITAL MAIL CENTER APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH.

EXECUTION

CONTRACTOR	STATE OF NORTH DAKOTA
Securus Technologies, LLC	Acting through its Information Technology Department
BY: 	BY: 
Printed Name: <u>Russel Roberts</u>	Printed Name: Greg Hoffman
Title: <u>Chief Growth Officer</u>	Title: Director, Administrative Services
Date: <u>11/10/20</u>	Date: 11/03/2020
STATE OF NORTH DAKOTA	
Acting through its Office of Management and Budget, ND State Procurement	
BY: <u>Angie Scherbenske</u> <small>Angie Scherbenske (Nov 3, 2020 12:59 CST)</small>	
Printed Name: Angie Scherbenske	
Title: Procurement Officer II	
Date: 11/03/2020	