

CONTRACT AMENDMENT 7 BETWEEN THE EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY AND SECURUS TECHNOLOGIES

This Contract Amendment 7 Between the Executive Office of Public Safety and Security and Securus Technologies ("Seventh Amendment") is effective as of the last date signed by either party ("Seventh Amendment Effective Date") and amends and supplements that certain Contract for Secure Inmate Calling System and Related Services per the specifications and requirements of COMMBUYS Bid Number RFR-BD-18-1044-EPS17-EPS1-19423 by and between Securus Technologies, Inc. ("Vendor") and Massachusetts Executive Office of Public Safety on behalf of the Massachusetts Department of Correction ("Department") dated March 1, 2018 (the "Contract").

WHEREAS the Department and Vendor are parties to the Contract 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.

2. Deployment of Additional Securus Video Connect Terminals. Vendor agrees to deploy 220 additional Securus Video Connect terminals at MA DOC facilities in locations as mutually agreed by the parties. In exchange, Department will pay Vendor a one-time payment of \$1,500,000.00, which will be invoiced to the Department. Invoices are due within 30 days from the invoice date, and Vendor reserves the right to withhold any past-due invoices from compensation, if any, owed to Department under the Agreement. In the event the Department desires to expand the deployment of Securus Video Connect or the ConnectUs Applications, Vendor will deploy additional Securus Video Connect terminals and ConnectUs Applications as requested by the Department based on terms and pricing as agreed by the parties. The terminals and service provided pursuant to this Seventh Amendment will be provided on the same terms and conditions agreed by the parties with respect to the system at the MASAC-Civil Commit Site as described in the Fourth Amendment of the Contract, provided that the following conditions will apply with respect to the additional terminals being deployed via this Seventh Amendment and specifically supersede the conditions in the Fourth Amendment of the Contract:

a. Contractor will charge the session charges as stated in the following table:

<u>Session Length</u>	<u>Session Charge²</u>
20 minutes	\$5.00
40 minutes	\$9.00

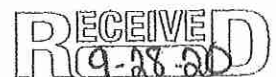
b. Contractor will pay Customer 15% of the session charge (excluding taxes, fees, and surcharges) collected for paid SVC sessions. Contractor reserves the right to deduct SVC session credits from revenue calculations. Contractor will pay SVC payments for a calendar month to Customer on or before the 30th day of the following calendar month in which the sessions occurred (the "Payment Date").

c. The Department will be responsible for the material and installation cost of all necessary wiring and conduit associated with the additional terminals. Vendor will be responsible for the cost of hanging and connecting the terminals and providing ongoing service and support.

3. Changes to SVC Deployments at MASAC-Civil Commit Site and Souza-Baranowski Correctional Center. The Fourth and Sixth Amendments of the Agreement are hereby modified to reflect that the charges stated in Section 2(a) and the commission stated in Section 2(b) of this Seventh Amendment will apply to the deployment and use of the SVC systems at the Department facilities covered by the Fourth and Sixth Amendments.

1 For clarity, Vendor will continue to store Video Visitation sessions for a period of 60 days as described in detail in the Fourth Amendment of the Agreement.

2 Plus applicable taxes, fees, and surcharges.



4. 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.

DEPARTMENT: Executive Office of Public Safety & Security By: <u>Kerry A. Collins</u> Name: Kerry A. Collins Title: Undersecretary for Forensic Science & Technology Date: <u>9/24/2020</u>	VENDOR: Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By: <u>TRR</u> Name: <u>Russell Roberts</u> Title: <u>Chief Growth Officer</u> Date: <u>10/1/2020</u>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Please return signed contract to:

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