

**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 Gratiot County Sheriff Department ("you" or "Customer") dated May 25, 2016, 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:

- Term.** This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be extended, with a modified end date that is 60 months from the Second Amendment Effective Date. 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.
- Changes to Commission Structure.** As of the first day of the month following the Second Amendment Effective Date, (a) Customer will no longer be paid commissions or other payments which are calculated based on revenues earned through the completion of calls of any type placed from the Facility(s) and all commission percentages are set to 0%; (b) the Discount Percentage in connection with Prepaid Calling Cards is hereby set to 0%; and (c) if deployed, no compensation will be provided to Customer for calls completed through the Instant Pay™ Program or AdvanceConnect Single Call.
- Additional Applications.** As of the Second Amendment Effective Date, the following Applications are added to the Agreement:

EMESSAGING

DESCRIPTION: Securus' eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and an inmate. Users purchase eMessaging "stamps," which are used to fund the transmission of an electronic message according to the following chart:

<u>Type of Message (When Available)</u>	<u>Number of Stamps</u>	<u>Notes</u>
Text Message	1 stamp per message	
Photo	1 stamp per photo	Limit of 5 photos per eMessage; 3 MB / photo limit
eCard	1 stamp per eCard	Limit of 5 eCards per eMessage
VideoGram	3 stamps per VideoGram	

Different types of attachments can also be combined in a single transmission.

The facility can access a web-based portal that enables message review, and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at www.securustech.net and must have a free Securus Online account to access. Approved messages and attachments are accessible by inmates through certain of Provider's technologies as agreed by Customer and Provider.

With Customer's agreement, Provider may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein.

COMPENSATION: Provider will provide eMessaging at no cost to Customer. Friends and family members can purchase a book of stamps in the following quantities:

<u>Number of Stamps in Book</u>	<u>Stamp Book Price (Plus \$3.00 transaction fee and all</u>

	<u>applicable taxes</u>
5	\$2.50
10	\$5.00
20	\$10.00
50	\$25.00

Where available, using funds in an Inmate Debit account, inmates can purchase a book of stamps in the following quantities:

<u>Number of Stamps in Book</u>	<u>Stamp Book Price (Plus applicable taxes)</u>
1	\$0.50
2	\$1.00
5	\$2.50
10	\$5.00

Provider will pay Customer a commission of 20% on each redeemed stamp based on the Stamp Book Price (excluding any applicable taxes/fees/surcharges), which may differ from facility to facility. A stamp is considered "redeemed" when it is used to send messages. Provider will remit the payment for a calendar month to Customer on or before the 30th day after end of the calendar month in which the eMessaging stamps were redeemed (the "Payment Date"). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

E-MESSAGING TERMS OF USE – Customer's use of eMessaging is governed by the terms and conditions at <https://www.securustechnologies.com/emessaging-terms-and-conditions>, which are incorporated herein by reference.

VIDEO VISITATION / CONNECTUS

Securus Video Visitation ("SVV") is a web-based visitation system that allows individuals to schedule and participate in video visitation sessions with inmates. SVV runs on the ConnectUs Inmate Service Platform ("ConnectUs"). 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 ("ConnectUs Applications"). The configuration of SVV and ConnectUs ordered by Customer, its retail cost, and the length of time video visitation sessions are stored is specified in the Securus Inmate Services Platform – Price List below:

Securus Inmate Services Platform - Price List

		Term:	5	
Hardware	Video Visitation Terminals - Single Handset (Inmate)	One Time	\$ 4,000	8 \$ 32,000
	Video Visitation Terminals - Single Handset (Visitor)	One Time	\$ 4,000	0 \$ -
	Video Visitation Terminals - Dual Handset (Visitor)	One Time	\$ 4,250	2 \$ 8,500
	Mobile Cart, Including UPS Battery Backup	One Time	\$ 1,440	1 \$ 1,440
	Networking Wiring	One Time	\$ 500	10 \$ 5,000
Installation and Implementation (Software Application is one time per App, per contract)	Electrical Wiring*	One Time	\$ 1,500	0 \$ -
	Hardware Installation	One Time	\$ 500	10 \$ 5,000
	JMS and 3rd Party Vendor Integration**	One Time	\$ -	0 \$ -
	Software Application Setup:	One Time	\$ -	0 \$ -
	- Securus Video Visitation Application	One Time	\$ -	1 \$ -
	- Phone Call Application	One Time	\$ -	0 \$ -
	- 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	\$ -	0 \$ -	
Annual Subscription and Hosting Fee (per App, per Terminal, per year)	Securus Video Visitation Application	Recurring	\$ -	10 \$ -
	Phone Call Application	Recurring	\$ -	0 \$ -
	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 \$ -
Misc.	Job Search Application	Recurring	\$ -	0 \$ -
	Law Library Application	Recurring	\$ -	0 \$ -
	Annual Terminal Extended Hardware Maintenance	Recurring	\$ 500	10 \$ 5,000
	Recurring Telecom	Recurring	\$ 2,880	1 \$ 2,880
	Recording Retention (30 days)	One Time	\$ 100	8 \$ 800
Training (per day)	One Time	\$ 2,000	2 \$ 4,000	
			Annual License & Maintenance Cost (per year)	17,880
			One-Time Cost	56,740
			Total Cost:	\$ 146,140

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

SVV and ConnectUs System Costs. Contractor will cover the Total Costs set forth in the chart above unless otherwise stated herein. If the Agreement is terminated for any reason other than Contractor's default before the end of the Term, Customer will refund the prorated amount of the Total Cost set forth in the chart above.

If selected above, Contractor will deploy a Third Party Vendor Commissary Application, once an agreement has been executed by and between Contractor and Customer's commissary operator for such application. Customer is responsible for all costs associated with wiring and electrical installation as Customer will own any installed wire or network cabling upon termination of the Agreement. Contractor will not charge an integration fee, but Customer is responsible for any Jail Management System (JMS) and Commissary integration fees if charged by those providers.

Customer also agrees to implement the following additional requirements:

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.

If the number of remote paid visits averages less than one per inmate per month, Contractor and Customer agree to negotiate in good faith regarding additional compensation for Contractor.

Contractor will charge SVV session charges that are in compliance with state and federal regulatory requirements plus applicable taxes/fees/surcharges. If Customer wishes to offer free SVV sessions, a session charge equal to the then-current session rate, plus applicable taxes/fees/surcharges, will apply and will be invoiced to Customer or deducted from Commissions. It is Customer's sole responsibility to (i) establish and communicate its policies regarding 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 appropriate accommodations for non-recorded visits, as necessary. Contractor 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. Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

SVV and ConnectUs Compensation to Customer. If the number of monthly paid visits meets or exceeds 1.5 visits per inmate per month, Contractor will pay Customer 20% of the charges collected for paid Video Visitation sessions placed to Customer's Facility. Contractor reserves the right to deduct Video Visitation session credits from revenue calculations. Contractor will pay SVV 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"). SVV Payments are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays.

Ownership and Use. The SVV System and ConnectUs 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 SVV 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.

4. Customer Options for Alternative Compensation Structures. Notwithstanding anything to the contrary in the Agreement, at Customer's option, Customer may request that compensation and rates under the Agreement be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the Agreement. For such compensation structures, Provider can also accommodate a Customer request to transition from inmate and friend and family funding of inmate telephone services to a model where those services are taxpayer-funded / paid for by Customer.

5. Addition to Miscellaneous Terms. If any legal action or other proceeding is brought for the enforcement of the Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneys' fees, court costs, and all expenses, even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. As used herein, "prevailing party" includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

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.

<p><u>CUSTOMER:</u> Gratiot County Sheriff Department</p> <p>By: </p> <p>Name: <u>Joseph Vozar</u></p> <p>Title: <u>LT / JA</u></p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: _____</p> <p>Name: Robert E. Pickens</p> <p>Title: Chief Executive Officer</p>
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Date: 11-12-19

Date: _____

Please return signed contract to:

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