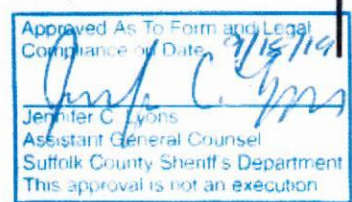


COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Securix Technologies, Inc. (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Suffolk County Sheriff's Department MMARS Department Code: SDS
Legal Address: (W-9, W-4, T&C): 4000 International Parkway, Carrollton TX 75007	Business Mailing Address: 20 Bradston Street, Boston, MA 02118
Contract Manager: Trish Auger	Billing Address (if different):
E-Mail: tauger@securustech.net	Contract Manager: Daniel F. Martini, CFO
Phone: 972-277-0300 Fax:	E-Mail: dmartini@scsdma.org
Contractor Vendor Code: VC7000090409	Phone: 617.704.6531 Fax: 617.704.6563
Vendor Code Address ID (e.g. "AD001"): AD002. (Note: The Address Id Must be set up for EFT payments.) Yes	MMARS Doc ID(s): RFR/Procurement or Other ID Number: (EPS) BD-16-1044-EPS17-EPS1-19423
<p style="text-align: center;"><input checked="" type="checkbox"/> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input checked="" type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> Enter Current Contract End Date <i>Prior</i> to Amendment: Feb 28, 2019 . Enter Amendment Amount: \$ _____ (or "no change") <i>No Change - rate contract</i> AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ _____	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle; ___ statutory/legal or Ready Payments (G.L.c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <i>Provide a Secure Inmate Calling System (ICS) and Related Services for the Suffolk County Sheriff's Dept. (SDS) by piggy-backing a Contract between Securix Technologies, Inc. and Executive Office of Public Safety (EPS) consistent with Offer# 2. The Contract includes Exhibit A and Rider effective Oct. 1, 2019, which is attached. The contract has options to renew through 3/2/28</i>	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <ol style="list-style-type: none"> <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of Aug. 1, 2019, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. 	
CONTRACT END DATE: Contract performance shall terminate as of March 2, 2023 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Robert Dickens</u> Date: <u>9.13.19</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Robert Dickens</u> Print Title: <u>CEO</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Daniel F. Martini</u> Date: <u>9.18.19</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Daniel F. Martini</u> Print Title: <u>Chief Fiscal Officer.</u>



RIDER
TO THE AGREEMENT FOR
SECURE INMATE CALLING SYSTEM AND RELATED SERVICES
BY AND BETWEEN
THE SUFFOLK COUNTY SHERIFF'S DEPARTMENT
AND
SECURUS TECHNOLOGIES, INC.

THIS RIDER TO THE SECURE INMATE CALLING SYSTEM AND RELATED SERVICES (THE Rider), is made and entered into on October 1, 2019, by and between the Suffolk County Sheriff's Department (the "Department") and Securus Technologies, Inc. (hereinafter "Securus").

WHEREAS, the Department entered into a Contract with Securus by utilizing a previously awarded Statewide Contract between Securus and Executive Office of Public Safety, thereby awarding a similar contract to Securus without a new competitive bid;

WHEREAS, Securus and the Department desire to amend the charges for Calling Services;

NOW, THEREFORE, in consideration of mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

- 1) Securus shall provide The Department a rate of \$0.18 per minute for all Instate and Out of state calling;
- 2) Legal Compliance: In the event of any legislative enactment, executive order or judicial decision binding upon the Department that modifies, effects or changes its obligations or requirements concerning inmate telephone services or any service covered by the Agreement, then Securus agrees that contractual obligations and services provided by Securus shall be renegotiated by the parties in writing so that the Department remains in compliance at all times with all jurisdictional requirements. The total price, compensation and / or commission rate of the Contract in accordance with the Contract, shall also be renegotiated by both parties in order to reflect and change in Securus' services rendered under the Contract. If the parties are unable to successfully negotiate such modification of the Contract, then the Department may terminate the Contract for its convenience.

Rider to the Agreement for Secure Inmate Calling System and Related Services

- 3) The Amendment shall be effective as of October 1, 2019.
- 4) In all other respects, the terms and conditions of the Agreement, as amended, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in their official capacity with legal authority to do so.

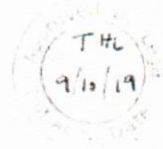
SECURUS TECHNOLOGIES, INC.

By: Robert Pickens
Printed Name

Title: CEO

Signature: [Handwritten Signature]

Date: 9 / 10 / 19

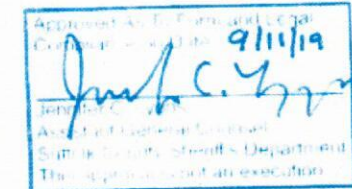


SUFFOLK COUNTY SHERIFF'S DEPARTMENT

By: Daniel F. Martini, CFO
Printed Name

Title: CHIEF FINANCIAL OFFICER

Signature: [Handwritten Signature]



Date: 9 / 11 / 19

STATEMENT OF WORK

This statement of work signed by **Suffolk County Sheriff Department ("SCSD")** and **Securus Technologies, Inc. ("Securus")** is part of the contract agreement entered by both parties on **August 1, 2019** (the "Suffolk Contract"). This Statement of Work may be extended or modified by adding overruling amendments to it, provided these are presented in written form, agreed upon and signed by both parties.

1. BACKGROUND

Suffolk County Sheriff Department proposes to extend the contract referencing MA DOC RFR, FOR A SECURE INMATE CALLING SYSTEM AND RELATED SERVICES, COMMBUYS Bid Number: RFR-BD-18-1044-EPS17-EPS1-19423 contract through March 2, 2023 ("MA DOC Contract"). All Securus responses to this solicitation are incorporated by reference including, but not limited to, the Technical and Cost Proposals. In the event of a conflict between the Suffolk Contract and the MA DOC Contract, the terms of the Suffolk Contract will take precedence.

Following is a summary of the proposed renewal option:

- Pay commissions on all call types
- SecureView Tablet Program – No cost to SCSD
- THREADS
- SCSD option to deploy Guarded Exchange

For all commissionable products, applicable taxes, fees, and surcharges are excluded from the calculation of commissions.

2. OBJECTIVE AND INCLUDED PRODUCTS

Securus will provide the services listed in this Section 2. The agreed options for the inclusion of additional technologies are stated in the table below. Securus will pay a base commission on all call types, but will reduce the base commission as

reflected in the table in exchange for the provision of the additional technologies stated therein:

- **Call Rates and Product Pricing**

Rates	Inmate Calls Base Commission (All Call Types) Without Product Deductions	GEX(Guarded Exchange)
\$0.18/min	55%	10%

Plus applicable taxes and governmental fees; international rates, if applicable, will vary by Country

Changes to the currently-deployed products' commission and rate structure will be effective as of the date last signed by either party.

- **Tablets**

The SecureView Tablet is a secure, corrections-grade multi-purpose communications device specifically designed for incarcerated individuals within a jail or prison. The SecureView Tablet focuses on proactive and constructive ways to prepare incarcerated individuals for re-entry into society. It hosts a variety of applications for inmate education, entertainment, communication and job placement.

The tablets will be phased in by housing units based on discussions with Securus and SCSD staff and SCSD policy. Securus will establish wireless hotspots to be utilized by the tablets. There will be free community tablets at a 1:4 ratio. Inmates may lease their own tablets for a cost of \$5 for the first day and at no charge for the remaining days in the month. Securus will provide one administrative tablet per housing unit. Broken tablets and additional accessories will be replaced by Securus with no additional cost.

Securus will provide charging stations for each housing unit.

Any other purchases such as music or movies will be purchased by inmates directly from Securus or their subcontract provider.

Securus will make available free education and programming including, but not limited to:

- KA lite
- Educational podcast
- Podcast Library
- Legal and Religious
- Additionally, as technically practicable, SCSD will be able to post educational, religious, or programming material to the tablets.

- **THREADS**

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components, data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. SCSD's use of THREADS™ is governed by and conditioned upon the terms set forth herein.

SCSD has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. SCSD acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

- **Guarded Exchange (GEX)**

At SCSD's option, Securus, through its subsidiary Guarded Exchange™, will provide an Offender Call Monitoring System ("GEX System") which includes call monitoring services of inmate calls originating from the Facility(s) that is designed to identify:

- Suspicious or suggestive key words or phrases;
- Phrases that suggest threats to security of the Facility(s) and Facility personnel; and
- Criminal activity in and outside of the Facility(s);

The pricing herein includes monitoring of up to 5% of inmate calls, including specific calls that match criteria provided by SCSD (Targeted Requests). Guarded Exchange will provide monthly reports to SCSD that detail the number of calls monitored and a breakdown of threat levels identified by Guarded Exchange™.

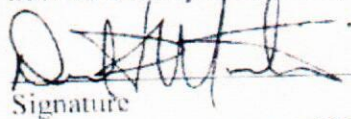
This Statement of Work has been prepared in two (2) identical copies, of which each party has received one.

Date:

Date:

Suffolk County Sheriff Department

Securus Technologies, Inc



Signature

Signature

Daniel F. Martini, CFO



Name

Name

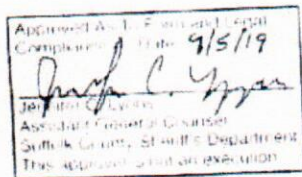


Exhibit A
Delaware Secretary of State Name Change Amendment

Exhibit A to Massachusetts Standard Contract Form

This Exhibit A is attached to and forms a part of the Agreement ("Contract" or "Agreement") by and between the Commonwealth of Massachusetts Executive Office of Public Safety and Security ("you" or "Customer") and Securus Technologies, Inc. ("Securus," "we," "us," or "Provider") (collectively "Parties"). The Contract is comprised of the following documents:

1. The Commonwealth of Massachusetts Terms and Conditions ("Commonwealth Terms and Conditions");
2. The Commonwealth Standard Contract Form ("Standard Contract Form") to which this Exhibit A is attached;
3. The Request for Response identified as Request for Response for Secure Inmate Calling System and Related Services (ICS) COMMBUYS Bid Number: RFR - BD-18-1044-EPS17-EPS1-19423 ("RFR"); and
4. Securus' responses to the RFR.

The order of priority of documents and the order of precedence in interpreting the Contract (collectively, "Order of Precedence") shall be as follows:

1. The Commonwealth Terms and Conditions;
2. The Standard Contract Form, to which this Exhibit A is attached;
3. The RFR requirements as stated in the RFR; and
4. Securus' responses to the RFR.

The parties agree as follows:

1. **Applications.** This SOW specifies terms and conditions under which we will provide certain inmate-related services and applications (the "Application(s)") to you.
2. **Use of Applications.** You grant us the right and license to install, maintain, and derive revenue from the Applications through our Inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facility or facilities identified in the Schedule (the "Facility" or "Facilities"). You are responsible for the manner in which you and your respective users use the Applications.
3. **Software License.** We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement (the "Updates").
4. **Ownership and Use.** We (or our 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 our Applications, the System, and our 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.
5. **Confidentiality and Non-Disclosure.** The System, Applications, and related call records and information (the "Confidential Information") will at all times remain confidential to Provider. Customer understands and acknowledges that Provider, as a common carrier, is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). Customer understands and acknowledges that such Confidential Information may be exempt from public disclosure and you agree that, except as required by the Massachusetts Public Records Law, you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you will only access the Software with computer systems that have effective firewall and anti-virus protection.

D.J. Rendell
SUP/General Counsel

6. Customer acknowledges that the information available through the below described Applications (THREADS™, LBS, Investigator Pro, ICER, Guarded Exchange, VRS, and VINES) includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer will (a) restrict access to such Applications to those law enforcement personnel who have a need to know as part of their official duties; and (b) ensure that its employees (i) obtain and/or use information from each such Application only for lawful purposes. Furthermore, Customer understands and acknowledges that all information used and obtained in connection with each such Application is "AS IS." Customer further understands and acknowledges that such Applications uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer will not rely on Provider for the accuracy or completeness of information obtained through such Applications.

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to do the following: (a) monitor and record inmate calls, (b) prevent monitoring and recording of private calls (i.e., attorney client calls, clergy calls, or other calls as approved and implemented by you); private number settings allow you to mark these calls not to be monitored or recorded, and you are solely responsible for identifying, approving and disabling requests for private treatment; (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the RFR.

SCP also includes the ability to integrate inmate Debit accounts. A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Provider will also allow inmate friends and family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by friends and family members into an inmate's Debit account become property of the inmate. Provider establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). Provider requires inmate to key in his/her PIN at the beginning of every Debit call to complete the call and pay for the call using the inmate's Debit account. If implemented, Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. If implemented, Customer also agrees to use Provider's SCP User Interface or utilize integration with Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project; (ii) any of Customer's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control.

INVOICING AND COMPENSATION:

Collect and Inmate Debit Calls. We will pay you commission (the "Commission") based on the Gross Revenues that we earn through the completion of collect and inmate Debit calls placed from the Facilities as specified in the RFP and Response, RFR Offer #1. Call rates as specified in RFR Section 9.1.1 and Monthly Commission Percentage 76.20 shall apply (inclusive of the equipment referenced in RFR section 5.2.1.).

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications as set forth in Section 5.2 in Securix' RFR, which we may amend from time to time ("Compatible Equipment"). Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and will not transmit, retransmit, or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply with as directed herein.

THREADS™

DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Customer's use of THREADS™ is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

The cost of THREADS™ was considered and included in offering the Commission percentage and other terms contained herein.

COMMUNITY FEATURE:

Customer has elected to opt in to the community feature, and Customer reserves the right to determine which communities shall have access to Customer's data. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. Customer acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

LOCATION BASED SERVICES

DESCRIPTION:

Securus' Location Based Services ("LBS") provides Customer with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Securus device by an inmate confined at a Customer Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by Customer. When a mobile device user's prior approval is required by law for MLD to be provided to Customer, such approval will be obtained by Provider in accordance with wireless carrier-approved disclosure and opt-in processes. LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. Customer's use of LBS is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

The cost of LBS was considered and included in offering the Commission percentage and other terms contained herein.

1.

INVESTIGATOR PRO™

DESCRIPTION:

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice print enrollment process. This inmate voice print enrollment process will be the responsibility of Customer.

COMPENSATION:

The cost of Investigator Pro™ was considered and included in offering the Commission percentage and other terms contained herein.

GUARDED EXCHANGE™

DESCRIPTION:

Provider, through its subsidiary Guarded Exchange™, shall provide an Offender Call Monitoring System ("GEX System") which includes call monitoring services of Inmate calls originating from the Facility(s) that is designed to identify:

1. Suspicious or suggestive key words or phrases;
2. Phrases that suggest threats to security of the Facility(s) and Facility personnel; and
3. Criminal activity in and outside of the Facility(s);

ICER™

DESCRIPTION:

The ICER™ system provides authorized users the means to detect intra- and inter-Facility inmate-to-inmate communications from multiple sources to generate targeted investigative leads.

AUTOMATED INFORMATION SERVICES

DESCRIPTION:

Provider will provide the Automated Information Services (AIS™) as described herein upon the request of Customer, on such terms and conditions as mutually agreed to by the parties. 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. The application is accessed through a telephone IVR system and provides all information automatically without staff intervention 24/7.

Automated Information Services is configurable to meet the specific needs of Customer's Facility. The standard AIS options include automation of Inmate and Facility information to (1) constituents who call Customer's existing main telephone number; and (2) inmates at Customer's Facility using the inmate telephone system. The following additional options are currently available for AIS:

- ✓ Ability to open or fund a Securus pre-paid telephone account (AdvanceConnect)
- ✓ Ability to fund an inmate phone account (Inmate Debit where available)
- ✓ Ability to supplement Inmate deposit services by funding an inmate trust account
- ✓ Ability to leave a voice mail (AIS™ Jail Voicemail)

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.

Customer understands and agrees that Provider may, upon future release, expand the AIS™ services offering to include additional constituent notification services or Additional AIS™ Options upon 30 days advance written notice. Customer represents and warrants that it is legally authorized to allow Provider to deploy the Automated Information Services (AIS™) as agreed and described herein.

COMPENSATION:

The cost of AIS™ was considered and included in offering the Commission percentage and other terms contained herein.

VIDEO RELAY SERVICE

DESCRIPTION:

Securus' Video Relay Service application ("VRS") provides a fully integrated video relay service offering into the Secure Call Platform (SCP) allowing critical call controls to be maintained. This service allows deaf and hard-of-hearing inmates the ability to communicate with friends and family via a videoconferencing service.

COMPENSATION:

The cost of VRS was considered and included in offering the Commission percentage and other terms contained herein.

VRS TERMS OF USE:

1. Customer understands and agrees that it is solely responsible for the following:
 - a. Determining which inmates are eligible to use VRS.
 - b. Providing inmates access to the VRS application.
 - c. Configuring SCP to allow eligible inmates access to the VRS application on ConnectUs-enabled terminals.
 - d. Designating which VRS numbers for which calls are not to be recorded, by marking those numbers as "private" within SCP.

7. Securus shall furnish at its expense complete fiber backbone to include twelve (12) strands of single mode fiber.

D.J. Reinhold
SVP/General Counsel

Authorization for Deployment of Trial Tablet Program

This Authorization for Deployment of Trial Tablet Program ("Trial Tablet Program") (hereinafter "Authorization") is provided by the party identified below as Customer ("Customer") and is subject to and governed by the current Master Services Agreement ("Agreement") between Customer and Securus Technologies, Inc. ("Provider"). Its terms are effective as of the date signed by Customer below (the "Effective Date") and this Authorization is coterminous with the Agreement. Provider will provide a Trial Tablet Program as described herein.

Term and Termination. This Authorization begins on the Effective Date and shall end on the date that is 180 days thereafter. Notwithstanding anything to the contrary, the terms and conditions of the Authorization shall continue to apply for so long as we continue to provide the Trial Tablet Program to you after the expiration or earlier termination of this Authorization.

DESCRIPTION:

Provider will deploy 24 user tablets and 2 officer tablets for a pilot educational program directed at Customer's sentenced and detained inmates between the ages of 18 and 24. Provider and Customer will have further discussions regarding the specific content that can be deployed on the tablets, and Provider will provide content that the parties agree to as a result of these discussions. For purposes of the Trial Tablet Program, the tablets will be provided at no cost to Customer. It is also expected that the tablets will not contain any features or content which generate revenue for Provider and that neither the inmates nor any friend and family will pay any cost or fees in connection with the Trial Tablet Program.

TERMS & CONDITIONS:

Customer represents and warrants that it will not provide tablets to inmates whom Customer knows or reasonably suspects pose a threat to other inmates or Facility personnel, or who may use a tablet in a dangerous or unauthorized manner.

PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TABLETS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TABLETS.

IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF THE TABLETS OR THE UNAVAILABILITY THEREOF.

The person signing this Authorization represents that he or she has the unrestricted right and requisite authority to enter into and execute this Authorization, to bind Customer named below, and to authorize the deployment of the Trial Tablet Program.

Suffolk County Sheriff's Dept.

CUSTOMER AUTHORIZATION:


Authorized Signer's Signature

Daniel F. Martini, CFO

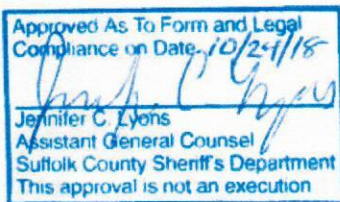
Authorized Signer's Printed Name

Print Customer name as it appears in the Agreement

10/24/18
Date

Daniel F. Martini, CFO

Authorized Signer's Title



FIRST AMENDMENT TO
TO
COMMONWEALTH OF MASSACHUSETTS – STANDARD CONTRACT FORM

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Commonwealth of Massachusetts – Standard Contract Form by and between Securus Technologies, LLC ("we," "us," or "Provider") and Suffolk County Sheriff's Department ("you" or "Customer") dated September 18, 2019 (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 First Amendment Effective Date and 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. Further, the Term of the Agreement shall be extended, with a modified end date of March 2, 2028. 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. Commission Percentage Change. As of the First Amendment Effective Date, the commission is hereby changed from 45% to 43%.
3. Deployment of Temporary Video Visitation Solution. Provider will deploy 15 sPhone units in a designated area of Customer's facility on an expedited basis in response to disruptions being caused by the spread of the COVID-19 Coronavirus. Customer will be responsible for the cost of all wiring and network cable necessary to deploy these sPhones. Once deployed, Provider will provide two 15-minute video visitation sessions per inmate per week at no cost to either the inmate or the end user. Customer will assist Provider with bearing the cost of these sessions by paying Provider \$3.00, plus applicable taxes, fees, and surcharges, for each such visit, which will be deducted from compensation otherwise owed from Provider to Customer pursuant to the Agreement. Alternatively, or, in the event the compensation owed to Customer is less than Customer's cost of the free visits provided and used pursuant to this MOU, Customer may be sent an invoice, which will be due and payable within 15 days after the invoice date. The parties will negotiate in good faith regarding modifications to the products and services described in this section upon termination of the parties' COVID-19 Memorandum of Understanding dated March 16, 2020.
4. Video Visitation Terms of Use. Customer's use of the video visitation system is subject to the following terms:

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").

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.

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.**

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

EXECUTED as of the First Amendment Effective Date.

CUSTOMER:	PROVIDER:
Suffolk County Sheriff's Department	Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)
By: 	By: 
Name: Daniel F. Martini, CFO	Name: Dennis J. Reinhold
Title: CHIEF FINANCIAL OFFICER	Title: Senior Vice President and General Counsel
Date: 3/27/2020	Date: 3/31/20

Please return signed contract to:

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

SECOND AMENDMENT TO
TO
COMMONWEALTH OF MASSACHUSETTS – STANDARD CONTRACT FORM


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 Commonwealth of Massachusetts – Standard Contract Form by and between Securus Technologies, LLC ("we," "us," or "Provider") and Suffolk County Sheriff's Department ("you" or "Customer") dated September 18, 2019 (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. **Commission Percentage Change.** Effective as of July 1, 2020, the commission is hereby changed from 43% to 38%.
3. **Deployment of Temporary Video Visitation Solution.** Provider will deploy 36 sPhone units in a designated area of Customer's facility on an expedited basis in response to disruptions being caused by the spread of the COVID-19 Coronavirus. Customer will be responsible for the cost of all wiring and network cable necessary to deploy these sPhones. Once deployed, Provider will provide two 15-minute video visitation sessions per inmate per week at no cost to either the inmate or the end user. Customer will assist Provider with bearing the cost of these sessions by paying Provider \$3.00, plus applicable taxes, fees, and surcharges, for each such visit, which will be deducted from compensation otherwise owed from Provider to Customer pursuant to the Agreement. Alternatively, or, in the event the compensation owed to Customer is less than Customer's cost of the free visits provided and used pursuant to this MOU, Customer may be sent an invoice, which will be due and payable within 45 days after the invoice date. The parties will negotiate in good faith regarding modifications to the products and services described in this section upon termination of the parties' COVID 19 Memorandum of Understanding dated March 16, 2020.
4. **Video Visitation Terms of Use.** Customer's use of the video visitation system is subject to the terms of Terms of Use stated in Section 4 of the First Amendment of the Agreement.
5. 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:	PROVIDER:
Suffolk County Sheriff's Department	Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)
By: 	By: 
Name: Daniel F. [unclear]	Name: Russell Roberts
Title: Chief Financial Officer	Title: Chief Growth Officer
Date: 7/31/2020	Date: 8/6/2020

Please return signed contract to:

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

RECEIVED
8-3-20

THIRD AMENDMENT TO
TO
COMMONWEALTH OF MASSACHUSETTS – STANDARD CONTRACT FORM

This **THIRD AMENDMENT** (Third Amendment) is effective as of the last date signed by either party (Third Amendment Effective Date) and amends and supplements that certain Commonwealth of Massachusetts – Standard Contract Form by and between Securus Technologies LLC (we, "Us," or "Provider") and Suffolk County Sheriff's Department (you" or "Customer") dated September 18, 2019 (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 Third Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- Term** This Third Amendment shall commence on the Third 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.
- Modifications to Tablet Program** The tablet program described in Section 2 of the Agreement's Statement of Work is amended to include the following terms:
 - Provider will provide 2,000 earbuds to the Customer at no cost. Provider will work with Customer's commissary provider to facilitate the sale of additional earbuds.
 - Provider will pay Customer 10% commission on the revenue earned through the purchase of premium content on the tablets; such commission is net of licensing and network costs, excludes applicable taxes/fees/surcharges, and is not paid on the tablet subscription fee. The subscription fee and premium content fees can be paid by using either Inmate Debit or a Tablet user account.
- Additional Applications** As of the Third 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.

Type of Message (When Available)	Number of Stamps	Notes
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.securus-tech.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.

RECEIVED
7-6-20

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:

Number of Stamps in Book	Stamp Book Price (Plus transaction fees and all applicable taxes)
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:

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

Provider will pay Customer a commission of 10% 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. Customer understands and acknowledges that e-Messaging is a requirement for tablet deployment.

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

EXECUTED as of the Third Amendment Effective Date:

CUSTOMER

Suffolk County Sheriff's Department

By:

Name: Daniel F. Martini, CFO

Title: Chief Financial Officer

Date: 7/1/2020

Approved: [Signature] 6/24/2020

Approved: [Signature]
 I, _____, General Counsel of Suffolk County Sheriff's Department, hereby approve this agreement in full execution.

PROVIDER

Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)

By:

Name: Geoff Boyd

Title: Chief Financial Officer

Date: 7/1/2020

Please return signed contract to:

APPROVED
212

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

Securus
MONTHLY TELECOMMUNICATION SERVICES

Date	Month of Service	check num.	Amount	Revenue total
2/25/2020	Jan-20	51099239	\$ 67,887.23	
				\$ 67,887.23
3/26/2020	Feb-20	51099544	\$ 69,049.95	
				\$ 69,049.95
4/25/2020	Mar-20	51100245	\$ 71,850.57	
				\$ 71,850.57
5/25/2020	Apr-20	51100937	\$ 53,649.66	
				\$ 53,649.66
6/25/2020	May-20	51101609	\$ 58,125.81	
				\$ 58,125.81
7/28/2020	Jun-20	51102281	\$ 59,354.24	
				\$ 59,354.24
8/26/2020	Jul-20	51102954	\$ 27,938.08	
				\$ 27,938.08
9/25/2020	Aug-20	51103628	\$ 54,812.66	
				\$ 54,812.66
10/27/2020	Sep-20	51104308	\$ 63,999.23	
				\$ 63,999.23
11/25/2020	Oct-20	51104990	\$ 49,598.52	
				\$ 49,598.52
12/29/2020	Nov-20	51105650	\$ 56,410.48	
				\$ 56,410.48
	Dec-20			
				\$ -

*revenue through November 2020
December not received yet

\$ 632,676.43