

**FIRST AMENDMENT
TO
MASTER SERVICES AGREEMENT**

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 Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Polk County Sheriff's Office ("you" or "Customer") dated December 7, 2007 (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.
2. Additional Applications. As of the First Amendment Effective Date, the following Applications are added to the Agreement:

INMATE DEBIT

DESCRIPTION:

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. Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. Customer 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:

Provider will invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt. Provider will pay Customer a 30% commission on the revenue that Provider earns through the completion of Debit calls, **excluding revenue from interstate calls***, placed from Customer's Facility(s). Provider reserves the right to deduct call credits from usage. Provider will remit the commission for a calendar month to Customer on or before the 30th day after the end of the calendar month in which the Debit calls were made (the "Payment Date"). All commission payments will be final and binding upon Customer unless Provider receives written objection within 60 days after the Payment Date.

***Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective February 11, 2014, no commission will be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).**

COMMISSARY ORDER BY PHONE

DESCRIPTION:

Commissary Order by Phone allows an Inmate to order and purchase commissary items using the inmate phone system by selecting an additional menu option on the phone system. Customer's commissary operator provides an interactive voice response system ("IVR") and a speed-dial number (800#) into the commissary's IVR. Customer hereby requests that Provider work with Stellar to set up and activate Commissary Order by Phone at the Facility.

3. FCC Rate Order. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective as of February 11, 2014, the Agreement shall be modified to reflect that no commission shall be paid on revenues earned through the completion of interstate calls of any type, and the discount percentage for prepaid calling cards shall be reduced by the applicable percentage attributable to interstate calling revenue from Customer's Facility.

4. Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address:


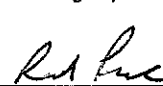
Payment Address:

4000 International Parkway
Carrollton, Texas 75007
Attention: General Counsel
Phone: (972) 277-0335

4000 International Parkway
Carrollton, Texas 75007
Attention: Accounts Payable
Phone: (972) 277-0335

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: Poik County Sheriff's Office By:  Name: <u>Peter M. Johnson</u> Title: <u>Sheriff</u> Date: <u>3/29/17</u>	PROVIDER: Securus Technologies, Inc. By:  Name: Robert Pickens Title: President Date: <u>4-2-2017</u>
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Dr. Chief Deputy who handles

Please return signed contract to:

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

Approved as to Form:

s/Jeffrey B. Fuge, Polk County Corporation Counsel

Jeffrey B. Fuge
Polk County Corporation Counsel
Dated: March 28, 2017