

**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 Manitowoc County Sheriff's Office ("you" or "Customer") dated March 2, 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 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 by an additional 36 months, with a modified end date that is 36 months from the First Amendment Effective Date. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, the Agreement will automatically renew for up to two successive periods of 12 months each. 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. **Commissions.** The CALL MANAGEMENT SYSTEM section on Pages 5 and 6 of the Agreement is hereby removed in its entirety and replaced with the following:

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 chart below.

SCP provides the ability to store call recordings in secure, redundant environment. We will store call recordings for a period of 12 months from the date of recording, after which they will be permanently deleted. SCP also provides you with the ability to download and store call recordings. You are solely responsible for preserving any call recordings beyond the storage period by downloading them to a separate storage medium.

SCP also includes the ability to integrate inmate Debit accounts. A Debit account is a prepaid, inmate-owned account used to pay for certain of Provider's services. 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"). If implemented, Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer a 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 chart below. "Gross Revenues" means all gross billed revenues relating to completed collect and inmate Debit calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. For inmate Debit calls, Provider reserves the right to deduct call credits from Gross Revenue. We will remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments will be final and binding upon you unless we receive written objection within 60 days after the Payment Date. Your payment address is as set forth in the chart below. You will notify us in writing at least 60 days before a Payment Date of any change in your payment address.

Customer acknowledges and agrees that we are paying the Commission for the exclusive right to provide inmate telephone services to inmates in Customer's Facility(s), and that any taxes assessed on Commission payments are the sole responsibility of Customer.

In addition, 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.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Manitowoc County Jail 1025 S. 9th Street Manitowoc, WI 54220	SCP	47%*	Gross Revenues	--SAME--

*Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes. The Commission will be paid on both interstate and intrastate calls.

3. Debit Commission Percentage Change. The FACILITIES AND RELATED SPECIFICATIONS chart on page 8 of the Agreement is deleted in its entirety and replaced with the following:

Facility Name and Address	Debit Commission Percentage
Manitowoc County Jail 1025 S. 9th Street Manitowoc, WI 54220	47%*

*Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes. The Commission will be paid on both interstate and intrastate calls.

4. Provision of Investigator Pro. Provider will continue to provide THREADS based on the following terms:

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:

Provider will charge Customer a non-commissionable license fee of \$0.25 per call, which fee will be added to the "per call charge" calling rates for all calls, if permitted by state and federal regulatory requirements and will not be billed separately, unless such separate billing is required by state or federal regulatory requirements.

COMMUNITY FEATURE:

Customer 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. Customer acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

THREADS™ TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the THREADS™ application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Provider will have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the THREADS™ application.
2. Customer acknowledges that the information available through the THREADS™ application 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 THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.
3. Customer understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "AS IS." Customer further understands and acknowledges that THREADS™ 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 the THREADS™ application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its sole discretion that the THREADS™ application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the THREADS™ application and will have no further liability or responsibility to Customer with respect thereto.
4. Provider will have no liability to Customer (or to any person to whom Customer may have provided data from the THREADS™ application) for any loss or injury arising out of or in connection with the THREADS™ application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the THREADS™ application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, will never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount

greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THREADS™ APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE THREADS™ APPLICATION OR THE UNAVAILABILITY THEREOF.

5. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the THREADS™ application or information obtained in connection therewith.

5. Additional Applications. As of the First Amendment Effective Date, the following Applications are added to the Agreement:

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 model enrollment process. This inmate voice model enrollment process will be the responsibility of Customer. Customer's use of Investigator Pro™ is governed by the JLG Technologies, LLC End User Software License Agreement located at <https://securustechnologies.tech/pro-terms-and-conditions/>, which is incorporated herein by reference.

COMPENSATION:

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

6. Call Rates. Beginning on or about the First Amendment Effective Date, Provider will charge the call rates in the following rate table:

<u>CALLING RATE TABLE *</u>		
Destination Class	First Minute	Additional Minutes
Local	0.31	0.31
IntraLATA/Intrastate	0.31	0.31
InterLATA/Intrastate	0.31	0.31
InterLATA/Interstate (Collect)	0.25	0.25
IntraLATA/Interstate (Collect)	0.25	0.25
InterLATA/Interstate (Prepaid)	0.21	0.21
IntraLATA/Interstate (Prepaid)	0.21	0.21
International	varies by country	varies by country

* Plus applicable taxes and governmental fees

7. Private Number Designation. We will continue to provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without

limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.

8. 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.

9. 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

10. 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:

Manitowoc County Sheriff's Office

By: Jody Brinkus

Name: JODY BRINKUS

Title: Mayor

Date: 5-22-19

PROVIDER:

Securus Technologies, Inc.

By: _____

Name: Robert E. Pickens

Title: President and Chief Executive Officer

Date: _____

Please return signed contract to:

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