

**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 the Summit County Jail ("you" or "Customer") dated September 7, 2013 (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. Further, the Initial Term of the Agreement shall be extended by 7 years and will end on January 6, 2026. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, this Agreement will automatically renew for 2 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. Replacement of Instant Pay with AdvanceConnect Single Call™. The Instant Pay™ promotional program described on page 8 of the Agreement will be discontinued and that language deleted in its entirety. Instant Pay™ will be replaced with the AdvanceConnect Single Call™ payment product, which allows family members and friends to pre-pay for calls originating from inmates in correctional facilities. AdvanceConnect gives consumers the choice to pre-pay for multiple calls or for a single call just before connection using the AdvanceConnect Single Call™ feature. Friends and family may fund the minimum amount required to complete the current inbound call.

AdvanceConnect Single Call™ is commissioned like an AdvanceConnect™ call that does not use this feature. AdvanceConnect Single Call™ transactions are rated at the FCC-regulated fee (currently \$3 for automated transactions) plus the applicable per-minute rate and any applicable federal, state, and local taxes.

3. Changes to Commission Structure. As of the Second Amendment Effective Date, Provider will cease to pay 37% Commission on the Gross Revenue earned through the completion of collect and debit calls. Therefore, the paragraphs titled COMPENSATION AND FACILITIES AND RELATED SPECIFICATIONS on page 5 of the Agreement will be deleted in their entirety. In addition, the Section titled INMATE DEBIT on pages 9-10 will be deleted in its entirety. That language will be replaced with the following:

Collect and Inmate Debit Calls. We will pay you commission (the "Commission") based on the Net Revenues that we earn through the completion of collect and inmate Debit calls, excluding interstate calls, placed from the Facilities as specified in the chart below. "Net Revenue" means all charges billed and collected by us relating to collect and inmate Debit calls, except for interstate calls, placed from the Facilities, less all local and long distance charges, billing and validation costs, and a reserve for bad debt. 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 Net Revenue. Due to delays in collection of payments for inmate collect and Debit revenue, a period average to calculate bad debt will apply. 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"). 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.

Facility Name and Address	Collect and Debit Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Summit County Jail 501 N. Park Avenue Breckenridge, CO 80424	42%*	Net Revenues	P.O. Box 210 Breckenridge, CO 80424

*\*Where permitted by law, when calculating commissions owed, \$0.19 per call will be deducted from the "per minute" call charge.*

4. Tablets. Provider will deploy free basic community tablets to Facility. In addition to the free basic community tablets, Provider will offer personal rental tablets with premium content. Earbuds are available for purchase at \$5.66 per set, which may be invoiced or deducted from commissions. In addition to the Purchase Price, Customer shall pay all taxes and any third-party expenses associated with the earbud purchase. Each earbud order must (1) be for at least 25 units; and (2) be made in 25 unit increments. Provider may, at its option, decline to fulfill any order that does not conform to these requirements. Customer will not allow the resale of the earbuds for more than \$5.66 per set unless approved by Provider.

Premium content may include, but is not limited to, songs, games, movies, and television episodes. Customer understands and acknowledges that premium content is subject to availability and may change at Provider's discretion. Premium content also may be subject to third-party licensing agreements with content providers.

For the 12-month period following the Effective Date, Provider will offer personal rental tablets at a promotional rate of \$5.00 per tablet per month plus applicable taxes and/or fees. Provider will pay the Customer 10% on the revenue earned net of licensing costs through the purchase of premium content on the personal rental tablets, excluding applicable taxes/fees/surcharges.

The subscription fee and premium content fees can be paid by using either Inmate Debit or a tablet user account. The parties reserve the right to renegotiate the \$5.00 promotional rental rate and/or commissions earned if, after the initial 12-month period, Provider's tablet-related costs exceed the revenue generated. Provider will retain all of the rental fee for personal tablets.

#### TERMS & CONDITIONS

Customer represents and warrants that it will not provide the SecureView Tablet Solution to inmates whom Customer knows or reasonably suspects pose a threat to other inmates or Facility personnel, or who may use an Inmate Tablet in a dangerous or unauthorized manner.

Customer understands and acknowledges that premium content is rented and available only for the duration of an inmate's incarceration at the Facility and will not be made available upon the inmate's release.

Customer further understands and acknowledges that, in instances where inmate telephone calls originate from Tablets, Investigator Pro™ works only with Provider's certified earbuds. If Customer elects to sell alternative earbuds, Customer forgoes the effectiveness of Investigator Pro's™ voice identification technology on Tablet calls. Moreover, Customer will refrain from the sale or distribution of earbuds with a microphone other than Provider's certified earbuds.

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

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 SECUREVIEW TABLET SOLUTION OR THE UNAVAILABILITY THEREOF.

Each party agrees to be liable for its own acts and omissions in connection with the provision and/or use of the SecureView Tablet solution.

5. Video Relay Service. Provider will deploy its Video Relay Service ("VRS") at no cost to Customer. 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.

VRS TERMS OF USE

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.

Customer understands and acknowledges that Securus' third-party vendors shall have the right, in their sole discretion, to terminate VRS application sessions for policy violations or disruptive behavior, including, without limitation, verbal or other abuse of the VRS interpreter. Customer further agrees to work in good faith with Securus and/or our third-party vendors to address and resolve reports of inmate misbehavior related to the VRS application. In addition, Customer agrees that Securus shall have the right, in its sole discretion, to determine that certain inmates are ineligible to use the VRS application as the result of misbehavior.

Customer understands and acknowledges that the VRS application is provided "AS IS." PROVIDER AND ITS THIRD-PARTY VRS VENDORS DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE VRS APPLICATION. PROVIDER AND ITS THIRD-PARTY VRS VENDORS DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE VRS APPLICATION. IN NO EVENT WILL PROVIDER OR ITS THIRD-PARTY VRS VENDORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM USE OF THE VRS APPLICATION OR THE UNAVAILABILITY THEREOF.

Each party agrees to be liable for its own acts and omissions in connection with provision and/or use of the VRS system.

6. E-Messaging. Provider will deploy e-Messaging at no cost to Customer. E-Messaging allows for two-way electronic communication between friends/family and an inmate. Friends and family may purchase eMessaging "stamps," which are used to fund the transmission of an electronic message to an inmate 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 messages 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](http://www.securustech.net) and must have a free Securus Online account to access. Approved messages and attachments are accessible by inmates on a ConnectUs-equipped XL or S-Phone unit or a Securus SecureView tablet.

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:

<b>Number of Stamps in Book</b>	<b>Stamp Book Price (Plus \$3.00 transaction fee and all applicable taxes)</b>
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5	\$2.50
10	\$5.00
20	\$10.00
50	\$25.00

Inmates are not currently able to purchase their own stamps; however, if available, Provider may deploy this option in the future with Customer's agreement.

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 an original message to an inmate. Provider will remit the payment for a calendar month to Customer on or before the 30<sup>th</sup> 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 is solely responsible for reviewing and approving each message, including (if applicable and permitted by Customer) any attachments.

Customer will comply with all laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the eMessaging 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 eMessaging 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 eMessaging Application.

Provider will use machine translation to translate eMessages written in Spanish into English for the sole purpose of Customer review. Customer acknowledges that machine translation is not 100% accurate and that such machine-translated messages may contain grammatical and other errors. Provider makes no representations or warranties regarding the accuracy or reliability of such machine translation.

Customer acknowledges that the information available through the eMessaging 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 the eMessaging Application 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 eMessaging 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 eMessaging Application and any information derived therefrom (whether in electronic form or hard copy); and (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of.

Customer understands and acknowledges that the eMessaging Application and all information used and obtained in connection with the eMessaging Application is "AS IS." Provider does not make and hereby disclaims any warranty, express or implied, with respect to the eMessaging Application. Provider does not guarantee or warrant the correctness, completeness, LEGALITY, merchantability, or fitness for a particular purpose of the eMessaging 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 eMessaging Application or the unavailability thereof.

Each party will be liable for its own acts and omissions in connection with provision and/or use of the eMessaging application. The foregoing notwithstanding, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.

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. 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

9. No term or condition of this Amendment shall be construed as a waiver, express or implied, of any of the immunities rights, benefits or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., or any other provision of law.

10. 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. All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

EXECUTED as of the Second Amendment Effective Date.

<u>CUSTOMER:</u> Summit County Jail  By:  Name:  Title:  Date: <u>10/01/2019</u>	<u>PROVIDER:</u> Securus Technologies, Inc.  By:  Name:  Title:  Date: <u>10-10-19</u>
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**Please return signed contract to:**

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