

ADAMS COUNTY (WI) A300471

THIRD AMENDMENT TO MASTER SERVICES AGREEMENT

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 Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Adams County Sheriff's Department ("you" or "Customer") dated June 20, 2009, 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 Third Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. <u>Term</u>. This Third Amendment shall commence on the Third 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 48 months, with a modified end date of August 9, 2021. 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 three 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. <u>Calling Rates</u>. As of the Third Amendment Effective Date, the <u>CALLING RATE TABLES</u> section on pages 8 and 9 of the Agreement is deleted in its entirety and replaced with the following:

CALLING RATE TABLE *				
Destination Class	First Minute	Each Additional		
Local	0.25	0.25		
IntraLATA/Intrastate	0.25	0.25		
InterLATA/Intrastate	0.25	0.25		
InterLATA/Interstate	0.21	0.21		
IntraLATA/Interstate	0.21	0.21		
International	1.00	1.00		

3. <u>Commission Percentage Change</u>. As of the Third Amendment Effective Date, the <u>FACILITIES AND RELATED SPECIFICATIONS</u> chart on page 5 of the Agreement is deleted in its entirety and replaced with the following:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Adams County Jail 400 Main Street Friendship, WI 53934	SCP	50%*	Gross Revenues	Adams County Sheriff's Dep't. P.O. Box 279 Friendship, WI 53934

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.

*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).



4. <u>Debit Commission Percentage Change</u>. As of the Third Amendment Effective Date, the <u>FACILITIES AND RELATED SPECIFICATIONS</u> chart on page 1 of the Second Amendment to the Agreement is deleted in its entirety and replaced with the following:

Facility Name and Address	Debit Commission Percentage
Adams County Jail 400 Main Street Friendship, WI 53934	50%*

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.

- *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).
- 5. <u>Prepaid Calling Card Discount Percentage Change</u>. As of the Third Amendment Effective Date, the <u>FACILITIES AND RELATED SPECIFICATIONS</u> chart on page 7 of the Agreement is deleted in its entirety and replaced with the following:

Facility Name and Address	Discount Percentage
Adams County Jail 400 Main Street Friendship, WI 53934	50%*

^{*}Less the percentage of revenue at the Facility(s) that is generated by interstate calls.

- 6. 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.
- 7. 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

8. 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:	PROVIDER:
Adams County Sheriff's Department	Securus Technologies, Inc.
By: Saul Cliballo	By: LAlma
Name: SAM WOLLIN	Name: Robert Pickens
Title: SHORIFF	Title: President
Date: 12-1-17	Date: 12-15-17