

**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 Goodhue County Sheriff's Office ("you" or "Customer") dated November 6, 2012, 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. **Term.** 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 24 months, with a modified end date of November 5, 2024. 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 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. **Additional Equipment.** Provider will deploy additional five additional single handset (inmate) and four additional dual handset (visitor) video visitation terminals (Single Handset - Inmate) at no additional cost to Customer.
3. **Additional Applications.** As of the Third Amendment Effective Date, the following Applications are added to the Agreement:

**AUTOMATED INFORMATION SERVICES**

**DESCRIPTION:**

Provider will provide the Automated Information Services (AIS™) as described herein. 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 options (the "Additional AIS™ 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 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. Provider also offers customized AIS development options based on the terms at <https://www.securustechnologies.com/ais-terms-and-conditions>, which are incorporated herein by reference.

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:**

Provider will provide AIS™ to Customer at no charge.

**Integration Fees** - Provider will not charge integration fees, but if a vendor charges an Integration fee, Customer will be responsible for its payment.

**AIS™ Jail Voicemail** - If deployed, friends and family will pay up to a \$1.99 usage fee for each voicemail they leave, 20% of which Provider will pay to Customer each month. AIS™ Jail Voicemail is not subject to any other compensation.

**TABLETS**

**DESCRIPTION:**

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. Customer may purchase tablet earbuds at \$5.66 per set, which may be invoiced or deducted from commissions. Customer is responsible for any applicable taxes and third-party expenses associated with the earbud purchase. Each earbud order must be for at least 25 units and 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 Customer 5% commission on the revenue earned through the purchase of premium content on those tablets; such commission is net of licensing and network costs and excludes 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.

**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 OR INMATE FROM RECEIPT OR USE OF THE SECUREVIEW TABLET SOLUTION OR THE UNAVAILABILITY THEREOF.

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 or inmates' use of the SecureView Tablet solution.

#### 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 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.
2. 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.
3. Customer understands and acknowledges that the VRS application is provided "AS IS." Provider or its third-party VRS vendors will have no liability to Customer or any inmate for any loss or injury arising out of or in connection with the VRS application or Customer's or inmates' use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's or its third-party VRS vendor's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider or its third-party VRS vendors in connection with the VRS 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 or its third-party VRS vendors an amount greater than such sum even if Customer was advised of the possibility of such damages. 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 OR INMATES FROM USE OF THE VRS APPLICATION OR THE UNAVAILABILITY THEREOF.
4. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider and its third-party VRS vendors 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 or inmate's use of the VRS application, including, without limitation, such costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from a failure to designate a VRS number as "private."

#### 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.securustech.net](http://www.securustech.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.

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 \$3.00 transaction fee 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 20% 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 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'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.

4. Payment Services. Provider will facilitate the provision of certain payment services, described in greater detail in the attached Payment Services Rider to Contract.

5. Customer Options for Alternative Compensation Structures. Notwithstanding anything to the contrary in the Agreement, at Customer's option, Customer may request that compensation and rates under the Agreement be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the Agreement. For such compensation structures, Provider can also accommodate a Customer request to transition from inmate and friend and family funding of inmate telephone services to a model where those services are taxpayer-funded / paid for by Customer.

6. 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.

7. 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.

<b>CUSTOMER:</b> Goodhue County Sheriff's Office By: <u>[Signature]</u> Name: <u>Mark Agre</u> Title: <u>Captain</u> Date: <u>6/19/20</u>	<b>PROVIDER:</b> Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By: <u>[Signature]</u> Name: <u>Russell Roberts</u> Title: <u>Chief Growth Officer</u> Date: <u>06/19/2020</u>
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Please return signed contract to:

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

**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 Goodhue County Sheriff's Office ("you" or "Customer") dated November 6, 2012 (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 Initial Term of the Agreement shall be extended by an additional 60 months, with a modified end date of November 5, 2022. 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. **Commission Percentage Change.** As of the First Amendment Effective Date, the **FACILITIES AND RELATED SPECIFICATIONS** 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
Goodhue County Jail 430 West 6th Street Red Wing, MN 55066	SCP	49%*	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.**

**\*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).**

3. **Prepaid Calling Card Discount Percentage Change.** As of the First Amendment Effective Date, the **FACILITIES AND RELATED SPECIFICATIONS** chart on page 9 of the Agreement is deleted in its entirety and replaced with the following:

Facility Name and Address	Discount Percentage
Goodhue County Jail 430 West 6th Street Red Wing, MN 55066	49%*

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

4. **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.



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

Notice Address:

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

Payment Address:

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

6. 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.

<b>CUSTOMER:</b> Goodhue County Sheriff's Office  By: <u>Scott T. McMurrian</u> Name: <u>Scott T. McMurrian</u> Title: <u>SHERIFF</u> Date: <u>11-15-17</u>	<b>PROVIDER:</b> Securus Technologies, Inc.  By: <u>Robert Pickens</u> Name: Robert Pickens Title: President Date: <u>11/20/17</u>
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**Please return signed contract to:**

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

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