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STATE OF COLORADO CONTRACT MODIFICATION

CONTRACT AMENDMENT #3

State Agency
Colorado Department of Corretions

Contractor
Securus Technologies, LLC

Current Contract Maximum Amount
Initial Term
State Fiscal Year 2023: $0.00
Extension Terms
State Fiscal Year 2024: $229,783.00
State Fiscal Year 2025: $717,712.00
State Fiscal Year : $0.00
State Fiscal Year : $0.00
Total for All State Fiscal Years: **$947,495.00**

Contract Performance Beginning Date
March 27, 2023

Current Contract Expiration Date
June 30, 2025

Original Contract Number
139838

Amendment Contract Number
139838-Amd3

Current Encumbrance Number
CT2025*517

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

CONTRACTOR
Securus Technologies, LLC

Signed by:
825926B22BD6421...

By: Kevin Elder, President

Date: 10/3/2024

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Corrections
Andre Stancil, Executive Director

Signed by:
Ashley Clark
3E46CC1452A1448...

By: Ashley Clark, Director, Finance and Admin
By: Mitchell Karstens, Deputy Director, Finance and Admin

Date: 10/3/2024

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Brad Duca
D3AA3DE2BE86461...

By: Bradley Duca, Controller
By: Jeanne Pfalzgraff, Deputy Controller

Amendment Effective Date: 10/3/2024

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.

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1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or Month Day, Year, whichever is later and shall terminate on the termination of the Contract or Month Day, Year, whichever is earlier.

4. PURPOSE

A. Contractor shall provide Inmate Telephone services ("ITS") for the term of the Contract.

B. This Amendment serves to change Contractor's principal representative.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

A. Contractor's Principal Representative is hereby updated as follows in accordance with §15, Notice and Representatives of Original Contract:

Kevin Elder, President

5360 Legacy Drive, Suite 300

Plano, Tx 75024

Phone: 972-277-0300

kevin.elder@aventiv.com

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification

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to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.