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CAO 06/01/2023

MULTNOMAH COUNTY SERVICES CONTRACT
Contract Number: MCSO-SVCSGEN-18104-2025

This Services Contract ("Contract") is between MULTNOMAH COUNTY ("County") and SCRS ACQUISTION CORPORATION ("Contractor"), each of whom is a "Party" and collectively they are the "Parties."

CONTRACTOR ADDRESS:
SCRS ACQUISTION CORPORATION
4000 INTERNATIONAL PKWY
CARROLLTON, Texas 75007-1913

The Parties agree as follows:
Effective Date and Termination Date. The effective date of this Contract shall be Tuesday, April 01, 2025 or the date on which all Parties have signed this Contract, whichever is later ("Effective Date"). Unless earlier terminated as provided below, the Contract term begins on the Effective Date and continues until Sunday, March 31, 2030 (the "Term").

Statement of Work. Contractor shall perform the work described in Exhibit 1 ("Work").

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes the following Standard Terms and Conditions and the terms and conditions contained in the following attached documents:

Exhibits

Exhibit Number	Description
1	Statement of Work, Compensation, Payment, and Renewal Terms
2	Insurance Requirements
3	Certification Statement for Corporation or Independent Contractor

Attachments

Attachment Number	Description
A	Master Services Agreement

The Contract may only be amended or supplemented by a writing that is signed by a duly authorized representative of each Party, clearly recites the Parties' understanding and intent to amend the Contract, and clearly and with specificity describes the terms to be amended or supplemented.

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MULTNOMAH COUNTY SERVICES CONTRACT
Contract Number: MCSO-SVCSGEN-18104-2025

The Contract may be executed in multiple counterparts and may be electronically signed. Any verified electronic signatures appearing on the Contract are the same as handwritten signatures for the purposes of validity, admissibility, and enforceability. Any reproduction of the Contract made by reliable means is considered an original.

By executing this Contract, each signatory acknowledges they: (a) are a duly authorized representative of their Party, acting with the power and authority to bind their Party as provided in the Contract; (b) have read and understand the agreement, including the attached Exhibits and Attachments; and (c) agree on behalf of their Party to be bound by its terms as of the Effective Date.

Approved by Legal PBH 08.04.25 Initial & Date

CONTRACTOR SIGNATURE

Signature: _____ Title: President

Name (print): Kevin Elder Date: 8/5/2025

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: Barry Zimmerman for Jessica Vega Pederson Date: 07/29/2025

County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: _____ Date: _____

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MULTNOMAH COUNTY SERVICES CONTRACT
Contract Number: MCSO-SVCSGEN-18104-2025

EXHIBIT 1: STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS

1. **Contractor shall perform the following Work:**
See Attachment A, Master Services Agreement

2. **The maximum payment under this Contract, including expenses, is $** 249,999.00

3. **Contractor shall be paid for Work on the following basis:**
See Attachment A, Master Services Agreement

4. **Invoices must be billed to Multnomah County and contain the following information:**
   a. Invoice number and invoice date,
   b. Vendor name and address,
   c. Multnomah County contract number,
   d. Description of goods and/or services delivered,
   e. Detail units of measure, price per unit, extended amount per line items;
   f. Total invoice amount.

5. **Contractor shall submit invoices for Work as follows:**
Contractor shall submit an invoice to the Multnomah County Sheriff's Office for the previous month's services within thirty (30) days of completion of the work. The County shall pay the invoice within 30 days after receipt provided that the work has been completed in accordance with the terms of the Contract. Invoices shall be submitted via email to the Sheriff's Office at the following address: mcso.ap@mcso.us. If Contractor is unable to submit invoices via email, invoices shall be mailed to:

6. ATTN: Fiscal Unit
Multnomah County Sheriff's Office
501 SE Hawthorne Blvd., Suite 350
Portland, OR 97214

7. **In addition to the payment provided for in Section 3, County will pay expenses on the following terms and conditions:**
N/A

8. **The Contract may not be renewed.**

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Multnomah County

MULTNOMAH COUNTY CONTRACT
Exhibit 2: Insurance Requirements

This EXHIBIT 2: INSURANCE REQUIREMENTS is attached and incorporated into the Multnomah County Contract ("Contract"). A breach of this Exhibit 2 is a Material Default. Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

i. **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4.
Employers liability insurance with coverage limits of not less than $500,000 must be included.
THIS COVERAGE IS REQUIRED. If Contractor does not have coverage, and claims to be exempt, attach Exhibit 4 in lieu of Certificate.
Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage. ORS 656.126.

ii. **Commercial General Liability** insurance with coverages satisfactory to the County , on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of $2,000,000.

iii. **Cyber Liability** This errors and omissions insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information., direct liability, as well as civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties. Combined single limit per occurrence shall not be less than $1,000,000. Annual aggregate limit shall not be less than $2,000,000. The retroactive coverage date shall be no later than the effective date of this contract. Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this contract.

Additional Requirements: Coverage must be provided by an insurance company authorized to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. Contractor's coverage will be primary in the event of loss.

Tail Coverage - If any of the liability insurance coverages shown are on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the Effective Date of the Contract. If continuous "claims made" coverage is used, Contractor shall keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of Final Acceptance.

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Certificate of Insurance Required: Contractor shall furnish a current Certificate of Insurance to the County. Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverages. Contractor shall immediately notify the County of any change in insurance coverage. The Certificate shall also state the deductible or retention level.

The County must be listed as an Additional Insured by Endorsement on any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate of Insurance shall state the following in the description of operations:

"Additional Insured Form (include form number) attached. This form is subject to policy terms, conditions and exclusions."

A copy of the additional insured endorsement shall be attached to the Certificate of Insurance required by this Contract. Complete copies of insurance policies shall be provided to the County via MMP Supplier Portal located here: https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=Multnomah. If you need further assistance please email: tsmmarketplacesupport@multco.us. **The Certificate of Insurance should list Multnomah County as Certificate holder: Multnomah County Risk Management, 501 SE Hawthorne Blvd, Suite 400, Portland, OR 97214**

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EXHIBIT 3

MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. MCSO-SVCSGEN-18104-2025

Certification Statement for Corporation or Independent Contractor

Instructions: Please complete both sections below. Example: If Contractor is a Limited Liability Company, please check the "Limited Liability Company" box in Section A **and** check the "NOT APPLICABLE" box in Section B. Or, if Contractor is an Independent Contractor, then check "NOT APPLICABLE" in Section A, and check at least three (3) boxes in Section B to establish that the Contractor is an Independent Contractor.

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a (check one):

☐ Corporation ☑ Limited Liability Company ☐ Partnership ☐ Non-Profit Corporation authorized to do business in the State of Oregon

☐ NOT APPLICABLE – See section B.

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury, that the following statements are true:

1. If CONTRACTOR is providing services under this Contract for which registration is required under ORS Chapter 671 (architects and landscape contractors) or 701 (construction contractors), CONTRACTOR has registered as required by law.
2. CONTRACTOR is free to determine and exercise control over the means and manner of providing the service, subject to the right of the County to specify the desired results.
3. CONTRACTOR is responsible for obtaining all licenses or certifications necessary to provide the services.
4. CONTRACTOR is customarily engaged in providing services as an independent business. CONTRACTOR is customarily engaged as an Independent Contractor if at least three of the following statements are true.

   NOTE: Check all that apply. You must check at least three (3) to establish that you are an Independent Contractor.

☐ A. CONTRACTOR's services are primarily carried out at a location that is separate from CONTRACTOR's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business

☐ B. CONTRACTOR bears the risk of loss related to the services provided under this Contract.

☐ C. CONTRACTOR provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.

☐ D. CONTRACTOR makes a significant financial investment in the business.

☐ E. CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.

☑ F. NOT APPLICABLE – See section A.

Contractor Signature: _____ **Date:** 8/5/2025

Title: President

Approved by Legal PBH 08.04.25 Initial & Date

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SECURUS Technologies®
an aventiv company

Master Services Agreement
MULTNOMAH COUNTY, OR

This Master Services Agreement (this "Agreement") is by and between Multnomah County, OR ("Customer") and Securus Technologies, LLC ("Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) between the parties and is effective as of the last date signed by either party (the "Effective Date").

WHEREAS, the parties agree that Provider will deploy certain products and services according to the terms and conditions herein and in the attached Schedule(s), which are incorporated by reference.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. Applications. This Agreement specifies the general terms and conditions under which Provider will provide certain software, hardware, systems, and services (collectively, the "Application(s)") to Customer. Additional Application-specific terms and conditions are stated in one or more schedules to this Agreement (the "Schedule(s)"), which are incorporated herein by this reference and subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the Schedule will govern. The Applications include any incremental upgrades, modifications, updates, and additions to existing features that Provider may implement in its discretion, but do not include additional features or significant enhancements to existing features. If Applications are provided by subsidiaries or affiliates of Provider, the terms of this Agreement apply with equal effect to those parties.

2. Term. The Agreement begins on the Effective Date and ends 24 months thereafter (the "Initial Term"). 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 successive periods of 12 months each. The terms and conditions of this Agreement will continue to apply for so long as Provider continues to provide the Applications to Customer after the expiration or earlier termination of this Agreement.

3. Compensation and Cost. The compensation and cost for each Application, if any, is stated in the Schedules. Prices and costs are exclusive of any taxes, tariffs, or fees. Unless stated otherwise in a Schedule, all invoices will be due and payable within 30 days after the invoice date. Provider reserves the right to charge interest on overdue invoices at the lower of (a) 10% per annum or (b) the maximum rate allowed by law, and to deduct any unpaid invoice balance plus any accrued interest from any amounts owed to Customer by Provider until Provider is paid in full. To the extent permitted by applicable law and regulation, Provider reserves the right to increase the prices described in the Agreement on an annual basis by the percentage increase in consumer prices for services during the applicable trailing 12-month period as measured by the United States Consumer Price Index or a similar index should such index no longer be published.

4. Ownership of Applications and Grant of License to Customer. Other than as specifically set forth in the Agreement, Provider does not grant or otherwise convey any license or other ownership right in or to the Applications or any technology, data, or intellectual property rights associated with the Applications. Provider grants Customer a personal, limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Applications solely as contemplated by the Agreement (the "Customer License").

5. Additional Terms of Customer License. In connection with the Customer License, Customer agrees that (a) it will not resell, assign, or otherwise transfer the Applications or any portions thereof; (b) it will only use the Applications for lawful purposes and will not transmit, retransmit, or store material associated with the Applications in violation of any federal or state laws or regulation; (c) it will not provide access to the Applications to third parties without Provider's knowledge; (d) it will not connect the Applications to any products that Provider did not furnish or approve in writing; (e) it will not create derivative works based on the Applications; (f) it will not disassemble, reverse engineer, decompile, or otherwise attempt to reveal the code, trade secrets, or know-how underlying the Applications or allow any third party to do so; (g) it will not remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Applications; (h) it will be responsible for distributing and assigning licenses to its end users; and (i) it will monitor and ensure that its licensed end users comply with these terms.

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6. Ownership and Use of Certain Data Associated With the Applications. Unless otherwise required by law or applicable end user license terms, Customer will own the recordings of communications associated with the Applications (the "Customer Data"). During this Agreement and for a reasonable period thereafter, Provider will provide Customer with access to the Customer Data. Customer grants Provider a limited license to use the Customer Data for purposes of (i) complying with the requests of officials at the facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, (iv) maintaining equipment, providing the services contemplated by this Agreement and quality control purposes; (v) research and development of future services, and (vi) complying with applicable laws, regulations, or end user license terms.

7. Grant of License from Customer to Provider. Customer grants Provider the exclusive right and license to install, maintain, and derive revenue from the Applications at all correctional facilities under Customer's authority now and in the future during the term of this Agreement. Subject to the remaining terms and conditions of this Agreement, Provider will be the sole and exclusive provider of incarcerated end user communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (*e.g.*, phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and incarcerated end user software applications (*e.g.*, automated grievance filing system, law library, etc.) at all correctional facilities now or in the future under the authority of Customer and to the exclusion of any other third party providing such services, including without limitation, Customer's employees, agents, or subcontractors.

8. Third-Party Software. The deployment of certain features and functionalities within Provider's Applications which utilize third-party content or services may require a direct agreement between Customer and the third party as a condition which must be fulfilled prior to deployment. Customer's rights to use any such third-party software product will be conditioned upon Customer or the incarcerated end user, as applicable, agreeing to the applicable end user license agreement and / or software terms of use.

9. Express Warranties and Disclaimer. Provider offers the following express warranties in connection with the telephone and video terminal hardware ("Hardware") and related services ("Services"). Additional warranties may be provided in the attached schedules:

a. Express Warranty for Hardware installed and owned by Provider. For Hardware installed and owned by Provider and provided to Customer pursuant to the Agreement, Provider agrees to repair and maintain such Hardware in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. Notwithstanding the foregoing, Provider is not responsible for any repair, maintenance, replacement or other costs associated with damage due to destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar breakage ("Breakage"), and Customer shall be responsible for the cost of such Breakage, including, but not limited to replacement costs. Customer will be charged for repair costs incurred due to Breakage, up to the amount of replacement of the Hardware. Such charges will be invoiced to the Customer. Customer agrees to promptly notify Provider in writing after discovering any damage due to Breakage. Provider will have no obligation to repair or maintain such Hardware, if the Hardware is, without Provider's knowledge and approval, interfaced with other devices or software owned or used by Customer or a third party, or if the Hardware is otherwise damaged as a result of Customer's actions.

b. Express Warranty for Hardware purchased and owned by Customer. For Hardware purchased from Provider and owned by Customer pursuant to the Agreement, Provider warrants that such Hardware will be free from material defects under normal use, maintenance, and service for a period of 90 days from the date of sale. Provider makes no warranty with respect to low performance, damages, or defects in any such materials caused by Breakage, nor does Provider make any warranty as to any such materials that Customer has repaired or altered in any way. Customer will be charged for repair costs incurred due to Breakage, up to the amount of replacement of the Hardware. Such charges will be invoiced to the Customer. When express warranties are applicable, Provider will replace the Hardware at no cost, which is Customer's sole remedy in connection with a claim pursuant to this section.

c. Express Warranty for Services provided. Provider warrants that the Services will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider warrants that its agents and/or employees used in the performance of its obligations will be qualified to perform the Services. Should any errors or omissions arise in the rendering of the Services under this Agreement, Provider will undertake to

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correct such errors or omissions within a reasonable time period and in compliance with the Service Level Agreement terms stated in the Section immediately below.

d. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION OR A SCHEDULE OF THIS AGREEMENT, THE HARDWARE AND SERVICES ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

10. Service Level Agreement. Provider will provide service for the Applications as specified at https://securustechnologies.tech/servicelevelagreement/.

11. Customer's Compliance With Applicable Laws. For Applications that allow Customer to monitor, record, investigate, or analyze communications, Customer represents and warrants that it will operate such Applications in compliance with all applicable laws, and Provider makes no representation or warranty as to the legality of such actions. To the fullest extent allowed by law, including the Oregon Tort Claims Act, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, , reasonable attorney's fees and expenses) arising out of Customer's non-compliance with applicable laws. Customer may designate certain communications (for example, attorney or clergy communications) as "Private" within certain of the Applications. Customer acknowledges and agrees that Customer has the sole discretion, authority, and responsibility to designate certain communications as Private, and that Provider has no discretion, authority, or responsibility to make such designations, unless done so at Customer's instruction. Further, to the fullest extent allowed by applicable law, including the Oregon Tort Claims Act, Customer agrees 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 communications that Customer should have but failed to designate as Private.

12. Confidentiality. The Applications and related records and information (the "Confidential Information") will remain confidential to Provider. Customer understands and acknowledges that Provider is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). Customer will not disclose CPNI or Confidential Information to any third party without Provider's prior written consent. If Customer receives a request for disclosure of Confidential Information or CPNI pursuant to a freedom of information act or another state statute equivalent, Customer agrees to promptly notify Provider in writing so Provider may assert any rights to non-disclosure under the applicable law.

13. Defense of Claim. Customer agrees to provide prompt written notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to the operation of the Applications (a "Claim"). Provider has the right, in its sole and exclusive discretion, to defend any such Claim at Provider's sole cost, expense, and discretion. In the event that Provider exercises its discretion under this Agreement and assumes defense of any claim arising out of or related to the operation of the Applications, Provider shall be solely responsible for payment of any settlement of such claims or damages and costs resulting from such claims. Customer agrees not to compromise or settle any such Claim without Provider's prior written consent, and Provider agrees that such consent will not be unreasonably withheld. Customer acknowledges and agrees to assist Provider with the defense of any such Claim.

14. Indemnity. TO THE EXTENT LEGALLY PERMISSIBLE, EACH PARTY (THE "INDEMNIFYING PARTY") WILL INDEMNIFY THE OTHER PARTY AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTY") AND HOLD THE INDEMNIFIED PARTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS AND DAMAGES (INCLUDING WITHOUT LIMITATION COURT COSTS AND REASONABLE ATTORNEYS' FEES), WHICH THE INDEMNIFIED PARTY OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES MAY INCUR OR SUFFER THAT ARE CAUSED BY THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

15. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, the non-defaulting party will give the defaulting party written notice detailing the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of such notice, the non-defaulting party will have the right to terminate this Agreement upon 30 days' written notice and to pursue all other remedies available, either at law or in equity. Notwithstanding the foregoing, the 30 day cure period will be extended to 90 days if the default is not reasonably amenable to cure within such 30 day period, but only if the defaulting party diligently pursues efforts to cure the default

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in good faith during the 30 day period. Notwithstanding the foregoing, if Customer breaches its obligations in Sections 4, 5, 7, 12, 13, or 14, Provider will have the right to terminate this Agreement immediately. Upon termination of this Agreement for any reason, Contractor shall deliver to Customer all contract documents, information, works-in-progress, and other property that are or would be deliverables had the Agreement been completed.

16. Limitation of Liability. NEITHER PARTY WILL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED, EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S AGGREGATE LIABILITY TO CUSTOMER RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PROVIDER EARNED FROM THE PROVISION OF SERVICES UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

17. Uncontrollable Circumstance. The financial arrangements in this Agreement are based on conditions existing as of the Effective Date; including, without limitation, any representations regarding existing and future conditions made by the Customer in connection with the negotiation and execution of this Agreement. If conditions change due to causes beyond Provider's control (including, but not limited to, a change in the scope of Provider's services; changes in rates, regulations, or operations mandated by law; material reduction in facility population or capacity; material changes in jail policy;; actions Customer takes for security reasons (*e.g.*, extended lockdowns); or acts of God) which would negatively impact Provider's business, the parties mutually agree to modify the Agreement to offset the impact of such change. Such modifications may include any or a combination of an adjustment to Provider's pricing or modification of the Application offerings under the Agreement. Provider will not unreasonably exercise such right. The foregoing shall be in addition to, and without limitation of, the parties' rights and obligations set forth herein in respect of an event of Force Majeure or any other rights of Provider to adjust pricing set forth in this Agreement. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state, or local regulatory requirements and restrictions that are subject to change from time-to-time and that Provider may take any steps necessary to perform in compliance therewith.

18. Compliance with FCC Regulations. In July 2024, the Federal Communications Commission issued its final regulations implementing the Martha-Wright Reed Act (the "2024 FCC Order"). The parties acknowledge that the 2024 FCC Order's requirements impact, among other things, maximum calling rates, the charging of ancillary and other fees, commissions that can be paid to agencies, the types of allowable reimbursement payments that can be made to agencies, and the types of in-kind services providers may not offer to agencies. This Agreement includes terms to comply with the 2024 FCC Order. Provider recognizes that the 2024 FCC Order is currently the subject of multiple legal actions and there is the potential for its requirements to change during the course of the Agreement. If any such changes occur during the term of Agreement, Provider is committed to addressing such changes appropriately with the Customer.

19. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in Sections 4, 5, 7, 12, 13, or 14 would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party will be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

20. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes by either Party's personnel, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party will use reasonable efforts to remove such causes of non-performance.

21. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute will be in writing and will be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices will be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – 5 days after deposit; and courier – when delivered as shown by courier records.

22. Miscellaneous.

a. Choice of Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon. Any claim, action, suit or proceeding (collectively, "Claim") between Customer and Provider

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that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County, provided, however, if a Claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Each party shall be responsible for its own costs and attorney fees for any Claim, including any appeal arising between the Parties pursuant to this Agreement.

b. No Waiver. No waiver by either party of any event of default under this Agreement will operate as a waiver of any subsequent default under the terms of this Agreement.

c. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions will remain unaffected.

d. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to Provider's affiliates or to any entity that succeeds to Provider's business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party.

e. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement will not be construed so as to create such status. The rights, duties, and obligations contained herein will operate only between the parties and will inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone will have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

f. Parties' Relationship. Nothing in this Agreement will be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. Provider shall perform the work required by this Agreement as an "Independent Contractor." Contractor further warrants and represents that it meets the specific independent contractor standards set forth in ORS 670.600, and is not an "officer", "employee" or "agent" of Customer, as those terms are used in ORS 30.260 et. seq.

g. Survival of Obligations. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, will survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration).

h. Execution Mechanics. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the Applications. This Agreement may be executed in counterparts, each of which will be fully effective as an original, and all of which together will constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment will have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used.

i. Entire Agreement / Merger Clause. This Agreement, together with the Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

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EXECUTED as of the Effective Date.

CUSTOMER: Multnomah County, OR	PROVIDER: Securus Technologies, LLC
By: Brian R. Smith for Jessica Vega Pederson	By:
Name:	Name: Kevin Elder
Title: Chair	Title: President
Date: 9/3/25	Date: 5/27/2025
Customer's Notice Address: Multnomah County Sheriff's Office 501 SE Hawthorne Blvd, Suite 350 Portland, OR 97214	Provider's Notice Address: 5360 Legacy Drive, Suite 300 Plano, Texas 75024 Attention: General Counsel Provider's Payment Address: Same Address as Above, Attention: Accounts Receivable **Please return signed contracts to the same address as above, Attention: Contracts Administrator**

Approved by Legal
PBH
05.09.25
Initial & Date

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SECURUS Technologies®
an aventiv company

SCHEDULE: SECURUS SERVICES
MULTNOMAH COUNTY, OR

This **Schedule: Securus Services** is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, LLC ("Provider") and Multnomah County, OR ("Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement, and shall be interpreted to provide terms and conditions that are in addition to those otherwise provided for in the Agreement to the greatest extent possible. In the event of a conflict between the terms of the Agreement and the terms of this Schedule, the terms of this Schedule will apply.

TELEPHONE SERVICE / CALL MANAGEMENT SYSTEM

Secure Call Platform: Secure Call Platform ("SCP") allows end users to place calls through its centralized system without the need for conventional live operator services. SCP allows Customers to (a) limit the duration of calls; (b) maintain call detail records; (c) shut the System on or off; (c) allow free calls; (d) monitor and record calls; and (e) prevent monitoring and recording of private calls. Provider will be responsible for all billing and collections of calling charges but may contract with third parties to perform such functions.

Equipment. Provider will provide the equipment needed to support the required number and type of phones and other components in connection with SCP. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

Telephone Call Cost. Provider will charge $0.07 per minute call-rate to the incarcerated end user, plus applicable taxes, tariffs, and fees, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

Voice Recording and Storage. Provider will record and store voice call recordings for a period of 12 months from the date of recording. Voice recording and storage is being provided and charged for through the provision of Investigator Pro and / or Word Alert, as stated below. Customer may download and store voice call recordings during that period. Customer is solely responsible for preserving any voice call recordings beyond that storage period by downloading them to a separate storage medium.

Securus Debit. SCP also includes the ability to integrate Securus Debit accounts. A Securus Debit account is a prepaid account owned by an incarcerated end user which is utilized to pay for certain of Provider's services, and is funded either through a transfer from a trust/commissary account or through deposits from friends and family. Once deposited in the Securus Debit account, funds become property of the incarcerated end user. Securus Debit accounts are associated with a personal identification number ("PIN"), and users are required to input a PIN at the beginning of every Securus Debit call. Provider will invoice Customer on a weekly basis for all funding amounts transferred from facility trust/commissary accounts to Securus Debit accounts. The invoice will be due and payable upon receipt. Customer understands that Customer will provide support for the provision of Securus Debit accounts to the incarcerated end users. This may include distributing monthly printed statements when incarcerated end users do not have tablets; providing periodic inactivity notifications; providing notifications that accounts have been closed and that refunds have been issued; and accepting debit account refunds as checks are send to Customer to be deposited back into trust accounts. Other support as reasonably requested may also be required.

Account Activator. Account Activator allows the incarcerated end user to call a third-party number that does not have an AdvanceConnect account or who does not have sufficient balance in his or her account to complete a call at no cost for a brief conversation. Account Activator then allows the third-party to set up an AdvanceConnect account or to add funds to a low or no balance account to place future calls by connecting the third-party to Provider's Interactive Voice Response (IVR) and either set up a billing method or add funds, respectively. After the initial brief no cost call, the incarcerated end user is requested to call later while an account is set up for the third-party. Provider will set parameters to offer third parties no cost calls.

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ONSITE PERSONNEL

Provider represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Provider shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of Customer, to perform the Services when and as required and without delays.

All employees of Provider shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Provider who, in the opinion of Customer, is incompetent or by his conduct becomes detrimental to the project shall, upon request of Customer, immediately be removed from association with the project.

Provider will provide Customer with 1 full-time on-site administrator during the Term of the Agreement. The on-site administrator will be responsible for performing maintenance and other similar duties directly related to Provider's SCP that are necessary to ensure that incarcerated end-users are able to place telephone calls originating from County (the "SCP On-Site Administrator"). The parties agree that the SCP On-Site Administrator's services will be limited to those the Federal Communications Commission ("FCC") has determined are "used and useful" in the provision of incarcerated person communications services, and that the SCP On-Site Administrator will not perform safety and security functions that the FCC has determined are not "used and useful" in the provision of incarcerated person communications services.

SECURUS VIDEO CONNECT

Securus Video Connect. Securus Video Connect ("SVC") is a web-based video conference system. SVC runs on the ConnectUs Service Platform ("ConnectUs"), a communications and services platform that allows for the consolidation of assorted activities in a single interface with a customized mix of applications ("ConnectUs Applications").

SVC Installation. Provider will cover the system installation total costs. If the Agreement is terminated for any reason other than Provider's default before the end of the Term, Customer will refund the prorated amount of the system installation total costs. Customer is responsible for all costs associated with wiring and electrical installation as Customer will own any installed wire or network cabling upon termination of the Agreement.

Connectus Applications. Additional Connectus Applications may be deployed by mutual agreement of Provider and Customer. If applicable, Provider will deploy a Third Party Vendor Commissary Application, once an agreement has been executed by and between Provider and Customer's commissary operator for such application. Provider will not charge an integration fee, but Customer is responsible for any Jail Management System (JMS) and Commissary integration fees if charged by those providers.

SVC Requirements. Customer also agrees to implement the following additional requirements:

1. Customer agrees that SVC must be available for paid remote sessions seven days a week for a minimum of 80 hours per terminal per week.

2. Customer will allow incarcerated end users to conduct remote visits without quantity limits other than for disciplinary action for end user misbehavior.

3. All on-site sessions will be required to be scheduled at least 24 hours in advance, where practicable.

If the number of remote paid visits averages less than one per incarcerated end user per month, Provider and Customer agree to negotiate in good faith regarding additional compensation for Provider.

Video Call Costs. Provider will charge $5.00 per 30-minute session, plus applicable taxes, tariffs, and fees, until Provider can charge $0.12 per minute video call-rate, plus applicable taxes, tariffs, and fees, to the incarcerated end user, which per-minute charge change will happen by September 1, 2025, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country. If Customer wishes to offer free video calls, Provider will invoice Customer the per minute call-rate. It is Customer's sole responsibility to (i) establish and communicate its policies regarding monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide appropriate accommodations for non-recorded visits, as necessary. Provider is not responsible and hereby disclaims any liability for any and all content of the third-party applications and any documents, videos, or forms published by Customer or from outside sources. Customer and

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Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

Video Recording and Storage. Provider will record and store video call recordings for a period of 30 days from the date of recording. Video recording and storage is being provided and charged for through the provision of Investigator Pro and / or Word Alert, as stated below. Customer may download and store video call recordings during that period. Customer is solely responsible for preserving any video call recordings beyond that storage period by downloading them to a separate storage medium.

INVESTIGATOR PRO

Investigator Pro uses continuous voice identification technology to identify the incarcerated end user(s) speaking on a call, detect certain three-way call violations, and help investigators find correlations among calls. Incarcerated end users must participate in a supervised voice model enrollment process. This voice model enrollment process is 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/ipro-terms-and-conditions/, incorporated herein by reference.

Provider will invoice Customer $5,472.00 monthly for the provision of this Application. Invoices are due and payable 30 days from invoice date.

ICER

The ICER system provides authorized users the means to detect intra- and inter-facility communications between incarcerated end users from multiple sources to generate targeted investigative leads.

Provider will provide the ICER system at no cost to Customer.

INVESTIGATIVE PRODUCTS AND FEATURES TERMS OF USE

1. Applicability. These terms of use specifically apply, if deployed pursuant to the Agreement, to THREADS, Investigator Pro, ICER, Word Alert, Guarded Exchange Services, National Cellular Forensics Services, Securus Digital Mail Center, and the investigative features of any other Provider product (collectively, the "Selected Applications").

2. Customer Warranty. Customer will comply with all privacy, consumer protection, constitutional, 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 Selected Applications. Customer acknowledges and understands that 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 Selected Applications 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 Selected Applications. To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out Customer's non-compliance with applicable laws.

3. Conditional Use of Selected Applications. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the Selected Applications. Moreover, if Provider determines in its sole discretion that the Selected Applications and/or Customer's use thereof (1) violates the terms and conditions set forth herein; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Selected Applications and shall have no further liability or responsibility to Customer with respect thereto.

4. Accuracy of Transcription, Translation, and Analytical Services. For Selected Applications which provide transcription, translation, or analysis of communications or information, Customer understands and acknowledges that all information used and obtained in connection with such Selected Applications is provided "**AS IS**." Customer acknowledges and agrees that speech transcription and translation is subject to unavoidable inaccuracies due to, among other things, poor audio quality, language spoken with significant accents or dialects, unfamiliar vernacular or vocabulary, or other issues which may result in transcript or translation inaccuracies. Provider does not make any representations or warranties regarding the Selected Applications' ability to identify suspicious or suggestive key words

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or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the facility(ies).

5. Disclaimer of Warranties. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE APPLICATIONS ARE PROVIDED "AS IS." PROVIDER AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTED APPLICATIONS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SELECTED APPLICATIONS OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER AND ITS SUBSIDIARIES 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 SELECTED APPLICATIONS OR THE UNAVAILABILITY THEREOF.

6. Limitation of Liability. PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (OR TO ANY PERSON TO WHOM CUSTOMER MAY HAVE PROVIDED DATA FROM THE SELECTED APPLICATIONS) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH THE SELECTED APPLICATIONS 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 SELECTED APPLICATIONS, 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 $10,000. 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.

7. Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, INCLUDING THE OREGON TORT CLAIMS ACT, 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 SELECTED APPLICATIONS, INFORMATION OBTAINED IN CONNECTION THEREWITH, OR INSTRUCTIONS PROVIDED BY CUSTOMER TO PROVIDER RELATED TO THE SELECTED APPLICATIONS.