CONTRACT AMENDMENT 1
BETWEEN THE
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
AND
SECURUS TECHNOLOGIES

This First Amendment to Contract ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Contract for Secure Inmate Calling System and Related Services per the specifications and requirements of COMMBUYSS Bid Number RFR-BD-18-1044-EP517-EP51-19423 by and between Securus Technologies, Inc. ("Vendor") and the Massachusetts Executive Office of Public Safety on behalf of the Massachusetts Department of Correction ("Department") dated March 1, 2018 (the "Contract").

WHEREAS the Department and Vendor are parties to the Contract 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 Contract. Further, the Department hereby exercises all renewal options under the Contract and the Contract's new end date will be March 2, 2028.

2. **Commission Change.** Effective January 2, 2019, Vendor will no longer pay the Department a percentage-based commission. Rather, Vendor will pay the Department a fixed annual commission of $2,500,000 in twelve equal monthly installments (the "Annual Commission Amount"), which will be pro-rated for the contract year ending March 2, 2019.

3. **Guarded Exchange Call Monitoring Services.** Effective January 1, 2019, Vendor will provide the Department with its Guarded Exchange Call Monitoring Services, which will monitor up to 4% of non-privileged calls originating from the Department's facilities (including specific calls that match criteria provided by the Department) and includes written summaries of (1) suspicious key words or phrases; (2) phrases that suggest threats to security of the Department's facilities or facility personnel; or (3) criminal activity in and outside of the Department's facilities. Vendor will provide its Guarded Exchange Call Monitoring Services at no cost to the Department.

4. **National Cellular Forensic Services.** Effective January 1, 2019, Vendor will provide the Department with its National Cellular Forensic Services, which include a comprehensive and analytical breakdown of cellular information through the use of a centralized team of technicians. Vendor will provide its National Cellular Forensic Services at no cost to the Department.

7. **Mobile Cellular Assessment Services.** Effective March 2, 2019, Vendor will provide the Department with six mobile cellular assessments per year at facilities of the Department's choosing. These mobile cellular assessments are designed to identify details related to contraband cellular phone activity. Vendor will provide the mobile cellular assessments at no cost to the Department.

8. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Contract shall remain in full force and effect.
Matthew Moran, Undersecretary Forensic Science and Technology

12/31/18

Date

Robert E. Pickens, Securus Technologies

12-31-18

Date