UPDATED SCOPE AND BUDGET

WHEREAS, Customer and Contractor are parties to the Agreement and desire to amend the terms as stated herein;

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

1. Changes to Agreement Terms. The Agreement is hereby amended as follows:
   - Effective as of August 1, 2021, the domestic calling rates are hereby changed to $0.14 per minute, plus applicable taxes, fees, and surcharges.
   - Contractor will provide one free ten-minute phone call per incarcerated individual per week, provided that, for any given account, if the free phone call is not used during that week, the end user will not retain such free calls for that account whenever the next distribution of free phone calls occurs.

2. Except as expressly amended herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.
COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (EOAF), the Office of the Comptroller (CTO), and the Operational Services Division (OSD) as the default contract for all Commonwealth departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms, or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions, and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at https://www.mass.gov/contract under Forms.

CONTRACTOR LEGAL NAME: Securus Technologies, LLC

COMMENWEALTH DEPARTMENT NAME: BDF - Sheriff's Department Franklin

MNAIR Department Code: BDF

Legal Address: 4400 International Parkway, Carrollton, Texas 75037

Business Mailing Address: 160 Elm Street, Greenfield, MA 01301

Contract Manager: David A. Abet

Business Mailing Address (If different):

Contract Manager: Maureen Callahan

Phone: 978-277-0230

Fax: 978-277-8514

E-Mail: dabet@securustech.com

E-Mail: maureen.callahan@masa.ma.us

Contractor Vendor Code: VC1000906402

Vendor Code Address ID (e.g. "AD8001"): AD801

RPS Procurement or Other ID Number: 

(Notes: The Address ID must be set up for RFT payments.)

X. NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

☐ Statewide Contract (OSD) or DGO-designated Department 

☐ Collective Purchase (Attach OSD approval, scope, budget)

☐ Department Procurement (Includes State or Federal grants) 815 CMR 3.20 (Attach RFR and Response or other procurement supporting documentation)

☐ Emergency Contract (Attach justification for emergency, scope, budget)

☐ Contract/Grant with O&M (Attach Employment Status Form, scope, budget)

☐ Legislation/Legal or Other (Attach authorizing language/justification, scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) have been enacted, filed with CTO, and incorporated by reference into this Contract.

A. Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check one option only): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to Intercept for Commonwealth owed debts under 815 CMR 9.00.

☐ Rate Contract (No Maximum Obligation) Attach details of rates, units, calculations, conditions, disbursements or any conditions of the rates or terms being amended.

☐ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (enter Total if Contract is being amended). 

PROMPT PAYMENT DISCOUNTS (PPD): Contractors are required to issue payments within 45 days from invoice date. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days = PPD; Payment issued within 15 days = PPD; Payment issued within 20 days = PPD. Payments issued within 30 days = PPD. If PPD percentages are left blank, identify reason __ agree to standard 45 day cycle __ statutory/legal or Ready Payments (R.L. & R. § 23A) __ only initial payment (e.g. back charges) without the support of standard for 45 day payment cycle. See Project Pay (Outlines Policy)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: Franklin County Sheriff’s Department proposes to extend the contract referencing MA DOC RFR, FOR A SECURE INMATE CALLING SYSTEM AND RELATED SERVICES, COMMPHYS Bid Number: RFR-06-18-1044-EP1-17-EP1-19123 contact through 03-02-2023. Services and applicable commission rates will be described in the attached Scope of Work, which is included by reference.

ANTICIPATED START DATE: (Complete one option only) The Department and Contractor certify this Contract, or Contract Amendment, that Contract obligations

X. 1. may be incurred as of the Effective Date (otaer signature date below) and no obligations have been incurred prior to the Effective Date

X. 2. may be incurred as of __ __ __ __ __ __, a date AFTER the Effective Date below and no obligations have been incurred prior to the Effective Date

X. 3. were incurred as of __ __ __ __ __ __, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of March 2, 2023, with no new obligations being incurred after this date unless the Contract is properly amended.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached herein) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form (including the Instructions and Contractor Certifications), the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that all negotiated terms take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 401 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value lower cost, or a more cost-effective Contract.

AUTHORIZED SIGNATURE FOR THE CONTRACTOR:

X. ____________________________ Date: 1/3/2024

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: ________

Print Title: ________

AUTHORIZED SIGNATURE FOR THE COMMONWEALTH:

X. ____________________________ Date: 1/3/2024

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: ________

Print Title: ________
Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE
Check the appropriate type of procurement or exception to the Contract. Only one option can be selected. See State Finance Law and General Requirements. Annulments, Changes, and Waivers in the Commonwealth and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (GSO) or an OSD-designated Department. Check this option for a statewide Contract under GSO or for an OSD-designated Department.

Collective Purchases approved by GSO. Check this option for Contracts approved by GSO for collective purchases through federal, state, local governments or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 515 CMR 2.00 and State Grants and Federal Subgrant Policy. Departmental Master Agreements (MA). If multi-Department user Contract, identity multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employees. Check this option when the Department requires the performance of an individual Contractor, and when the planned Contract performance with an individual Contractor is classified as a "service contract." This designation must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contractor (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written notice requirements.

Contractor Vendor Code: The Department must enter the IMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The designation is responsibility under the Vendor File and Vendor Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (FTIN) in the Department contracts match the state accounting system.

Vendor Code Address ID: (e.g., “AD001”) The Department must enter the IMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and Vendor Policy.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds entered for the Contract.

Commonwealth IMARS Alpha Department Code: Enter the Alpha (3) letter IMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department’s Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contractor will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or verification of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Department’s Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

IMARS Document ID: Enter the IMARS 24 character encumberance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify them with a prefix.

NEW CONTRACTS (right side of form):

(Restricted)
COMPUTER Sหoloes OF MASSACUSETTS - STANDARD CONTRACT FORM

COMMONTENT TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUF). See Vendor File and WC Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the Increase or decreasing Amendment. If a Maximum Obligation must reflect the total funding for the category of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MAARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PAYMENT PAYMENTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Payment Policy for investment and cash flow purposes. Departments may not negotiate accelerated payments and Payees are NOT entitled to accelerate settlement payments (unless a prompt payment discount is provided) to the Commonwealth's loss of investment earnings for this early payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts. Ready Payments Under G.L. c. 29, s. 23a). See Prompt Pay Discounts Policy. PPDPs are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contract prices may not be negotiated to replace a PPDP. If PPDP fields are left blank, please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23a) or only an accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support the award the 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Payment Policy. Any accelerated payment that does not provide for a PPDP must have a legal justification for Contract Rule for audit purposes explaining why accelerated payments were allowable without a PPDP.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expectation Classification Handbook) or to identify or classify important information related to the Contract such as the Fiscal Year(s) of performance (e.g., FY2012 or FY2012.4). Identify other exceptions or other exceptions and specific exceptions. The Contractor must identify the relevant attachments and supporting documents. Enter "Multiple Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended clearly stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approval) if the parties enter a new Contract or renewal to begin as of the forthcoming fiscal year. Then list the fiscal year(s) (e.g., FY2012 or FY2012.4) in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date if no FY is listed. If a FY is listed, use Option 2 only when the Contract will be signed well in advance of the start date and a specific start date is required. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally properly reimbursed, and the Contractor includes supporting documents justifying the performance or proof of eligibility, and appropriate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and up to, but not in excess of, the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c. 4, s. 3.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RRF, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations If substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are approved, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c. 4, s. 3.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authority Policy and the Contractor Authorized Signature Authority Policy on pages on Contractor and Department signatures.

Authorizing Signature for Contractor/Date. The Authorized Contractor Signature must (in their own handwriting and in ink) sign and date the date the Contract is signed. See section above under "Anticipated Start Date," Acceptance of payment by the Contractor must waive any right of the Department to compensatory damages. The Contractor must make sure that the Credit Card is valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are unacceptable. Proof of Contractor signature authority on a Contractor Authorized Signature Authority may be required by the Department if it not already on the Contractor Name Field. The Contractor Authorizes Signature's name and title must match exactly as it appears on the Contractor Authorized Signature Authority.

Authorizing Signature For Commonwealth/Dates. The Authorized Department Officer must (in their own handwriting and in ink) sign and date the date the Contract is signed. See section above under "Anticipated Start Date." Rubber stamps, typed or other images are unacceptable. The Authorized Signature must be an employee within the Department. See Department Head Signature Authority. The Department must have the legislative funding appropriated for all of the costs of this Contract or funding allocated under an approved Interagency Service Agreement (IISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authority (unless this Contract is a statewide Contract). For Contracts requiring Secretarial signoff, evidence of Secretarial signoff must be included in the Contract file.

Department Name Field: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the terms and conditions of this Contract. The Contractor shall be responsible for supplying all requested documentation upon request to support compliance. And agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights in deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The contractor should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract, that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining required licenses, registrations, permits, resources for performance, and sufficient professional and liability and other appropriate insurances to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed in the Commonwealth of Massachusetts an authorized by law. Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification. The Contractor shall be responsible for the just and reasonable interpretation of this Contract.

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 196 and G.L. c. 111, s. 12 seven (7) years beginning on the first day after the final payment.

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, suit or other legal proceeding involving this Contract. Access to View Contractor records, files, or electronic documents or other media of any kind or nature is at the expense and risk of the requesting party and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance issued, wasted alone, released, deposited, or provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under G.L. c. 66A, § 32 D.

Debtorship. The Contractor certifies that either it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including Executive Order 147, G.L. c. 25, § 20; 29 C.F.R. 980.1001(a); 14 CFR 7727; G.L. c. 149, § 44C; G.L. c. 148, § 1488D and G.L. c. 150D, § 22C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws, the Official Code of Massachusetts Regulations, Code of Massachusetts Regulations (unified), 90 E.C.R. 61.01 (Procurement of Commodity and Service Procurements, Including Human and Social Services), 485 CMR 2.00 (Grants and Subsidies), 800 CMR 1.100 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards, confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVII if applicable.

Invoices The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Payment Policy. Contractors must be able to reconcile and promptly account for payments made. The Department’s Final Notice to any fiscal year must be submitted no later than August 15th for performance and received (good delivered, services completed) prior to June 30th in order to make payment prior to the close of the fiscal year to prevent prevention of deposited funds. Failure to submit timely invoices by August 15th or other data listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department’s determination of performance delivered and accepted. The Contractor’s acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor’s failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices. Payments Subject To Appropriation. Pursuant to G.L. c. 29, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidy, including unassigned allotment reductions triggered by G.L. c. 29, § 8C. A Department cannot authorize or accept performance in excess of existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is unilaterally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor File if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, § 2 and 831 CMR 0.00. Contract overpayments will be subject to immediate interception in accordance with this clause. The Contractor may not penalize any state employee for any legitimate and proper assessment fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws, state tax laws including but not limited to G.L. c. 62C; 62C; G.L. c. 62C, § 9A, compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62C, withholding and remitting child support including G.L. c. 115A, § 127 R FR 50, Health Care Coordinating Council (HCC), and applicable TABC.

Bankruptcy, Judgments, Potential Strongarm Changes, Pending Legal Matters and Conflicts The Contractor certifies that it has not been in bankruptcy and/or receivership with the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, and shall cooperate with the Department in its investigation, if there is any risk to the solvency of the Contractor that may impact the Contractor’s ability to timely fulfill the Contract. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager details of any judgment, criminal conviction, investigation or litigation pending or entered against any of its key managers, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor is aware, or learned during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules. Federal Anti-Lobbying and Other Federal Requirements. It receiving federal funds, the Contractor certifies compliance with the federal requirements including 31 USC 1357 et al federal requirements. Executive Order 11246, Affirmative Action for Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that it will take all steps to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to securing access, use and dissemination of personal data and information under G.L. c. 93H and G.L. c. 66A and Executive Order 501. The Contractor is required to comply with G.L. c. 93H for the proper disposal of all paper and electronic media backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted (as a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor to PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confidentiality during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disposition, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damage associated with the Contractor’s breach including but not limited to G.L. c. 21A, § 16.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to the conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 149, § 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 149, § 48A (Prevailing Wages for Contracts for Meat Products and Cables and Apparatus, minimum wages and premium wage enactments and payments, unemployment insurance and contributions, workers’ compensation and insurance, civil labor laws, AGO fair labor practices, G.L. c. 142, Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151D and 151D.20 (Medical Fair Wage); G.L. c. 151A (Employment and Training); G.L. c. 151A, § 24A (Unlawful Discrimination); G.L. c. 151A (Business Discrimination); G.L. c. 151A (Workers’ Compensation); G.L. c. 151A (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards), 29 USC c. 28 and the Federal Family and Medical Leave Act.


Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 533, if qualified through the SBPP COMMERCE’s submission process at: www.commerce.mn.gov and with acceptance of the terms of the SBPP participation agreement.

License of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandator Specifications For Federal and Agency Accessibility Contract Lemonade are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U17, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSO. Pursuant to Section 11 Disbursement of the Commonwealth Terms and Conditions, the term “other damages” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, relent, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth or any of its law enforcement, emergency services, or customers, or the Commonwealth’s own property, however, that the foregoing is no way limits the Commonwealth’s right of recovery for personal injury or property damage or patent and copyright infringement under Section 11 nor the Commonwealth’s ability to join the contractor as a third party defendant. Further, the term
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“other damages” shall not include, and in no event shall the contractor be liable for damages to the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other Intangible property), loss of use of equipment, loss of profit or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Classification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 71, ZCC for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract, the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland, the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the workplace, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture distribution or sale of items including (but not limited to) tear gas, ammunition, riot gear, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications. For Consultant Contracts “11H” and “11I” and “105” object codes subject to G.L. Chapter 39, s. 25A. Contracts must include mandatory disclosures as part of the RFP Response as referred in the Consultant Contract Mandatory Language. Attorneys, Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contractor performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXCLUSIVE ORDERS

For covered executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481, Prohibiting the Use of Unaccompanied Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use unaccompanied workers in connection with the performance of this Contract; that pursuant to federal requirements shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 139, Anti-Bribery. The Contractor warrants, represents and agrees that during the term of this Contract it will not, neither it nor any affiliated company, nor themselves, nor their employees, nor any business entity of which at least 51% of the ownership interests is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 140, History of State Enterprise By State Contracting. Contractor certifies compliance with both the conduct of internal law (G.L. c. 93, s. 10) and this order, and includes limitations regarding the hiring of state employees by companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, or will be involved in the preparation of the RFP, the negotiations leading to the award of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444, Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available to the public and subject to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504, Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 730 and personal data, as defined in G.L. c. 666, owned or controlled by Executive Department agencies, or access to systems containing such information or data (herein collectively "personal information"). Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information, and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contract provision to the contrary, in accordance with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall (1) obtain a copy, and (2) provide copies with the complying contractor's information Security Program (ISP) and any relevant security guidance publications and policies; (2) comply with all of the Commonwealth's Massachusetts Information Technology Division's Security Policies; (3) communicate and enforce the contractor's agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the connecting agency from the unauthorized access, destruction, use, modification, disclosure or loss, (5) be responsible for any breach of, or failure to deliver or maintain any of the terms of the Contractarial INCLUDING A MATERIAL BREACH OF this Contract; (5) the Commonwealth may exercise any and all contractual rights and remedies, including without limitation, liquidated damages under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination in addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed under G.L. c. 93 or under G.L. c. 93 or under G.L. c. 93 or under G.L. c. 40 or under G.L. c. 40 or under G.L. c. 40 or under G.L. c. 40 or under G.L. c. 40 or under G.L. c. 40 or under G.L. c. 40 or under G.L. c. 40 or under G.L. c. 40 or under G.L. c. 40 or under G.L. c. 40 or under G.L. c. 40 or under G.L. c. 40 or under G.L. c. 40 or under G.L. c. 40 or under G.L. c. 40 or under 19-MASSACHUSETTS-SBMP PROGRAM (Executive Orders 532, 533 and 526, Executive Order 505 [Order Regarding Non-Discrimination, Diversity, Equality Opportunity and Affirmative Action which supersedes Executive Order 510). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which superseded Executive Order 530) Executive Order 532 (Establishing the Massachusetts Small Business Purchasing Program). All programs, activities, services and programs, provided, licensed, franchised, regulated or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, disability, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veteran, or background, or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing labor or employment practices; and the Contractor commits to purchase and maintain from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or groups with disabilities. The regulations shall be enforced through the contracting agency. OSD and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

(Updated 3/21/2014) Page 5 of 5
EXHIBIT A – Statement of Work

This Statement of Work ("SOW") signed by the Franklin County Sheriff’s Department ("You" or "Customer") and Securus Technologies, LLC ("Securus" or "Provider") is made part of and governed by the 2020 contract agreement entered into by both parties (the "Franklin Contract") and describes certain software, hardware, systems, and services (collectively, the "Application(s)") that will be provided by Securus to SDB. This Statement of Work may be extended or modified by adding overruling amendments to it, provided these are presented in written form, agreed upon, and signed by both parties. Customer’s use of certain products pursuant to this SOW is also governed by the terms and conditions at https://securustechnologies.tech/product/terms_of_use/, which are incorporated herein by reference. This SOW will be coterminous with the Agreement ("SOW Effective Date").

BACKGROUND

SDB proposes to attach itself to the contract referencing MA DOC RFR, FOR A SECURE INMATE CALLING SYSTEM AND RELATED SERVICES, COMMBUYS Bid Number: RFR-BO-18-1044-EP517-EP51-19423 contract through March 2, 2028 ("MA DOC Contract"). All Securus responses to this solicitation are incorporated by reference including, but not limited to, the Technical and Cost Proposals. In the event of a conflict between the Franklin Contract and the MA DOC Contract, the terms of the Franklin Contract will take precedence.

1. **Term.** This SOW begins on the Effective Date and ends on March 2, 2028. The terms and conditions of this SOW will continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this SOW.

2. **Grant of License from Customer to Provider.** During the term of the SOW, Customer grants Provider the exclusive right and license to install, maintain, and derive revenue from the products and services at all correctional facilities under your authority now and in the future during the term of this SOW. Subject to the remaining terms and conditions of this SOW, during the term of the SOW, Provider will be the sole and exclusive provider inmate-related 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 inmate 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 inmate communications and software, including without limitation, Customer’s employees, agents, or subcontractors.

3. **Ownership of Applications and Grant of License to Customer.** Other than as specifically set forth herein, Provider does not grant or otherwise convey any license or other ownership right in or to its Applications or any technology or intellectual property rights associated with its 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 SOW (the "Customer License").

4. **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 not affiliated with Hays County; (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.

5. **Ownership and Use of Certain Data Associated With the Applications.** Customer will own recorded inmate communications associated with the Applications (the "Customer Data"). During this SOW and for a reasonable period of
time thereafter, we will provide you with access to the Customer Data. Customer grants Securus a perpetual, worldwide, non-exclusive, non-transferable right to use the Customer Data (the "Securus License").

6. **Third-Party Software.** You are the license holder of any third-party software products we obtain on your behalf in connection with the Applications. You authorize us to provide the third-party software and agree that we may agree to the third-party End User License Agreements ("EULAs") on your behalf. Your rights to use any such third-party software product will be limited by the terms of the applicable EULA. The deployment of certain features and functionalities within Provider's Applications which utilize third-party content or services may require a direct agreement between you and the third party as a condition which must be fulfilled prior to deployment.

7. **Private Communications.** You may designate certain communications (for example, attorney or clergy communications) as "Private" within certain of the Applications. You acknowledge and agree that you have the sole discretion, authority, and responsibility to designate certain communications as Private, and that we have no discretion, authority, or responsibility to make such designations, unless done so at your instruction.

**CALL MANAGEMENT SYSTEM**

**Secure Call Platform:** Secure Call Platform ("SCP") allows inmates to place calls through its centralized system without the need for conventional live operator services. SCP allows Customers to (a) monitor and record inmate calls; (b) prevent monitoring and recording of private calls; (c) limit the duration of calls; (d) maintain call detail records; (e) shut the System on or off; and (f) allow free calls. Provider will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. Provider will store call recordings for a period of 2 years from the date of recording. Customer may download and store call recordings during that period. **Customer is solely responsible for preserving any call recordings beyond that storage period by downloading them to a separate storage medium.**

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.

Provider will charge the rates specified in the following table:

**ITS CALLING RATE TABLE**

<table>
<thead>
<tr>
<th>Destination Class</th>
<th>First Minute</th>
<th>Each Additional Minute</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
<td>0.21</td>
<td>0.21</td>
</tr>
<tr>
<td>IntralATAInstate</td>
<td>0.21</td>
<td>0.21</td>
</tr>
<tr>
<td>InterlATAInstate</td>
<td>0.21</td>
<td>0.21</td>
</tr>
<tr>
<td>IntralATAInterstate</td>
<td>0.21</td>
<td>0.21</td>
</tr>
<tr>
<td>IntralATAInterstate</td>
<td>0.21</td>
<td>0.21</td>
</tr>
<tr>
<td>International</td>
<td>0.50</td>
<td>0.50</td>
</tr>
</tbody>
</table>

1) Plus any applicable taxes and governmental fees

**Inmate Debit Option.** SCP also includes the option to integrate Inmate Debit accounts. An Inmate Debit account is a prepaid, inmate-owned account utilized to pay for certain of Provider's services, and is funded either through a transfer from an inmate's trust/commissary account or through deposits from an inmate's friends and family. Once deposited in the Inmate Debit account, funds become property of the inmate. Inmate Debit accounts are associated with an inmate's personal identification number ("PIN"), and inmates are required to input their PIN at beginning of every Inmate Debit call.

**Provision of Intake Phone.** We will provide you with a phone to be located in the intake area of your Facility that allows for free 5-minute phone calls.

**Removal of Prepaid Calling Cards.** Provider will no longer offer prepaid calling cards for use at the Facility.

**INVOICING AND COMPENSATION:**

**Commission.** Provider will not pay any Commission to Customer in connection with the inmate telephone system. Provider will invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debt accounts. The invoice will be due and payable upon receipt.
**ADVANCEDCONNECT SINGLE CALL**

AdvanceConnect Single Call allows friends and family to pre-pay for a call from an inmate and, if deployed, hereby replaces Provider’s Instant Pay Program. Using AdvanceConnect Single Call, consumers can fund the minimum required to complete the applicable call. Based on the actual duration of the call, AdvanceConnect Single Call transactions are rated at the per-minute rate (plus any applicable federal, state, and local taxes and transaction fees). AdvanceConnect Single Call calls are commissioned in the same manner as collect calls.

**INVESTIGATOR PRO**

Investigator Pro uses continuous voice identification technology to identify the inmate(s) speaking on a call, detect certain three-way call violations, and help investigators find correlations among calls. Inmates 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://securetechnologies.tech/jlg-terms-and-conditions](https://securetechnologies.tech/jlg-terms-and-conditions), incorporated herein by reference.

The cost of Investigator Pro was considered and included in offering the Commission percentage and other terms contained herein.

**ICER**

The ICER system provides authorized users the means to detect intra- and inter-Facility inmate-to-inmate communications from multiple sources to generate targeted investigative leads.

The cost of the ICER system was considered and included in offering the Commission percentage and other terms contained herein.

**TABLETS**

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. Provider will work with Customer’s commissary provider regarding the sale of earbuds.

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. If Customer provides content for Provider to display on the tablets, Customer represents and warrants that it has obtained all necessary licensing and rights to display such content. Provider is not responsible and hereby disclaims any liability for any and all content of third-party applications and any documents, videos, or forms published by Customer or from outside sources. Provider will also provide its Law Library and Third Party Vendor Commissary ConnectUs Applications at no additional cost. Provider will deploy Third Party Vendor Commissary Application, once an agreement has been executed by and between Provider and Customer’s commissary operator for such application.

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/fees/surcharges. Provider will pay Customer 10% 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.

**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:

<table>
<thead>
<tr>
<th>Type of Message (When Available)</th>
<th>Number of Stamps</th>
<th>Notes</th>
</tr>
</thead>
</table>

Exhibit A - Statement of Work - Page 3 of 3 - © Securus Technologies, LLC - Proprietary & Confidential
<table>
<thead>
<tr>
<th>Text Message</th>
<th>1 stamp per message</th>
</tr>
</thead>
<tbody>
<tr>
<td>Photo</td>
<td>1 stamp per photo</td>
</tr>
<tr>
<td>Limit of 5 photos per eMessage; 3 MB / photo limit</td>
<td></td>
</tr>
<tr>
<td>eCard</td>
<td>1 stamp per eCard</td>
</tr>
<tr>
<td>Limit of 5 eCards per eMessage</td>
<td></td>
</tr>
<tr>
<td>VideoGram</td>
<td>3 stamps per VideoGram</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Number of Stamps in Book</th>
<th>Stamp Book Price (Plus transaction fees and all applicable taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>$2.50</td>
</tr>
<tr>
<td>10</td>
<td>$5.00</td>
</tr>
<tr>
<td>20</td>
<td>$10.00</td>
</tr>
<tr>
<td>50</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

Where available, using funds in an Inmate Debit account, inmates can purchase a book of stamps in the following quantities:

<table>
<thead>
<tr>
<th>Number of Stamps in Book</th>
<th>Stamp Book Price (Plus applicable taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$0.50</td>
</tr>
<tr>
<td>2</td>
<td>$1.00</td>
</tr>
<tr>
<td>5</td>
<td>$2.50</td>
</tr>
<tr>
<td>10</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

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 30th 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.

**VIDEO VISITATION / CONNECTUS**

Securus Video Visitation (“SVV”) is a web-based visitation system that allows individuals to schedule and participate in video visitation sessions with inmates. SVV runs on the ConnectUs Inmate Service Platform (“ConnectUs”). ConnectUs is a secure, comprehensive inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications (“ConnectUs Applications”). Securus will continue to provide the configuration of SVV and ConnectUs that is currently deployed at Customer’s facility. Securus will also provide its Law Library and Third Party Vendor Commissary ConnectUs Applications at no additional cost. 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.

All recorded Video Visitation sessions will have a standard retention of 90 days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within 90 days.
of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after 90 days. Further, it is Customer's sole responsibility to (i) establish and communicate its policies regarding the 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 for appropriate accommodations to allow for non-recorded visits, as necessary.

Contractor will charge SVV session charges that are in compliance with state and federal regulatory requirements plus applicable taxes/fees/surcharges. If County wishes to offer free SVV sessions, a session charge equal to the then-current session rate, plus applicable taxes/fees/surcharges, will apply and will be invoiced to County or deducted from Commissions. It is County'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 County), and (ii) provide appropriate accommodations for non-recorded visits, as necessary. Contractor 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 County or from outside sources. Customer and Provider acknowledge and agree that Customer’s visitation policy with respect to in-person visits is solely within Customer’s discretion.

SVV and ConnectUs Compensation to County. Contractor will pay County 20% of the charges collected for paid Video Visitation sessions placed to County's Facility. Contractor reserves the right to deduct Video Visitation session credits from revenue calculations. Contractor will pay SVV payments for a calendar month to County on or before the 30th day of the following calendar month in which the sessions occurred (the “Payment Date”). SVV Payments are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays.

Ownership and Use. The SVV System and ConnectUs will at all times remain Provider’s sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider’s applications, the SVV System, and Provider’s other products and services (the “Materials”). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

L Termination. For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Customer may utilize settings to disable the monitoring and recording function to prevent monitoring and recording of private sessions (i.e., attorney client privileged communications, clergy visits, etc.) which will be Customer's sole responsibility to identify, approve and disable. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings 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, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

<table>
<thead>
<tr>
<th>CUSTOMER:</th>
<th>PROVIDER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Franklin County Sheriff's Department</td>
<td>Securus Technologies, LLC</td>
</tr>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name: Marshall Carlson Eger</td>
<td>Name: Dennis Reinhold</td>
</tr>
<tr>
<td>Title: CEO</td>
<td>Title: SVP and General Counsel</td>
</tr>
<tr>
<td>Date: 4/1/20</td>
<td>Date: 4/1/20</td>
</tr>
</tbody>
</table>