This is a standard contract form issued and published by the Commonwealth of Massachusetts - Standard Contract Form. It includes sections for contractor legal name, department name, procurement or exception type, contract terms and conditions, compensation, prompt payment discounts, and brief description of contract performance or reason for amendment. The contract details include the effective date, contract end date, and other conditions as specified in the form. The form is designed to be used for standard contracts to ensure uniformity and compliance with state regulations.
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 laws and penalties of parliaments, 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, and other Request for Response (RFP) or solicitation, the Contractor’s Response, and any additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFP and the Contractor’s Response only if made using the process outlined in 801 CMR 21.07. Incorporated herein, provided that any amended RFP or Response terms result in best value, lower costs, or a more cost-effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: [Signature]

Date: 10-10-19

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

Print Name: ROBERT PICKENS

Print Title: PRESIDENT

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: [Signature]

Date: 10-21-19

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

Print Name: JASON W. RIVES

Print Title: CHIEF FINANCIAL OFFICER / ASS'T. SUPERINTENDENT
INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hypertext" link to Internet or bookmarked site or is technologically potential and these documents and Contracts and Contractors should consult with their legal council to ensure compliance with all legal requirements. Using the Web Toolbar will navigate navigation between these documents and the hypertext links. Please note that all contractual laws have been repealed.

CONTRACTOR LEGAL NAME AND IDENTIFICATION Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-3 or W-4 Form (Contractor Employees only) and the applicable Commonwealth Terms and Conditions if Contractor also has a "doing business as" (dba) name, BOTH the legal name and the "dba" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-3 or W-4 Form (Contractor Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099-R in MAMARS (or the Legal Address in FRCON for Contract Employees).

Contractor Contact Manager: Enter the authorized Contact Manager who will be responsible for managing the Contract. The Contact Manager must be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, whose legal notice and negotiate ongoing Contract issues. The Contact Manager is considered "Key Personnel" and may also be changed without the prior written approval of the Department. If the Contractor is located in the Commonwealth, the name of the Contact Manager must be included on the Contract on COMMONSUS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone number, and fax number on the Contractor's Contact Manager. This information 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 Manager with confirmation of actual receipt through the listed address, fax number(s) or electronic mail address must meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not been assigned, leave this space blank and the Department will complete this section when a Vendor Code is assigned. The Department is responsible for maintaining the Vendor File and WRDD Policy for verifying with written signatures of the Contractor, as part of contract execution, that the legal name, address, and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "ADD001") The Department must enter the MMARS 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. This address is maintained within the Contract File and Vendor File and WRDD policies.

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

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

Department Business Mailing Address: Enter the address where all formal correspondence to the Contractor must be sent. Unless otherwise specified in the Contract, legal notice sent at received by the Commonwealth Contact Manager through completion of actual receipt through the listed address, fax number(s) or electronic mail address under the Commonwealth to the Department must match the state accounting system.

Department Contact Manager: Enter the electronic mail (e-mail) address, phone number, and fax number and/or number for the Department Contact Manager, unless otherwise specified in the Contract, legal notice sent or received by the Department Contact Manager through completion of actual receipt through the listed address, fax number(s) or electronic mail address must meet any written notice under the Department.

MMARS Documents ID(s): Enter the MMARS 20 character document 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 all Code IDs.

RFQ/Procurement or Other ID or Number: Enter the Request for Proposal (RFQ) or other Procurement Identification number, Reference number, Contract ID Number or other referencing documents for this Contract or Amendment, and is entered into the Board Award File in the MMARS procurement transaction for this Contract.

NEW CONTRACTS (left side of Form):

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 for this Contract. Only one option can be selected. See State Finance Law, General Reimbursement, Acquisition Policy and Fiscal Agents, the Commonwealth and Service Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (ODS or an ODS-designated Department). Check this option for a Statewide Contract under ODS, or for an ODS-designed Department. General Purchase approved by ODS. Check this option for Contracts approved by ODS, when purchases are conducted through ODS. Emergency Contract. Check this option when the Department has determined that an unforeseen event or incident has arisen which requires or mandates immediate procurement to avoid substantial harm to the functioning of government or the provision of necessary medical services or to ensure the health, safety or welfare of clients or persons or to prevent any damage to property in threatened.

Contract Employee. Check this option when the Department requires the performance of an Independent Contractor, and when the planned Contract performance with an individual has been classified using the Department Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an independent Contractor.

Legislative/Legal or Other. Check this option when legislating, an existing legal obligation, prohibition or other circumstances exempts or prohibits a Contractor from being competitively procured, or identifies any other procurement exception not already listed.

Legislative "suspended" contracts that Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form):

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be submitted referencing the original procurement and Contract documents, since all continuing contracts must be maintained in the same Contract File (even if the underlying appropriation changes each fiscal year). See AE/DMNDE, Suspension, and Termination Policies.

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, where this date has already passed. (Note: Current Contract Date is not recorded once this date does not change and is still used in MAMARS). An Amendment Request: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter the "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or extending existing Contract (Material Change) in Contract terms even if the Contract has lapsed. The previous amendment may affect the change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more effective or better value performance than was presented in the original response, provided the negotiation results in a better value within this scope of the RFR than what was proposed by the Contractor in the initial selected response. Any material change in this Contract terms must be memorialized in a formal amendment even if a corresponding MMARS transaction is not required to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and this Contract's Response only if made during the course outlined in 380 CMR 24.07, incorporated herein, produced any amended RFR or Response terms result in lower costs, a more cost effective Contract.

Interstate Contracts. Check this option for an Interstate Contract to exclude a portion of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an existing and a new procurement, or to contract with an Interstate Contractor when a current Contractor is unable to complete full performance of the Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislating, an existing legal obligation, prohibition or other circumstances exempts or prohibits a Contractor from being competitively procured, or identifies any other procurement exception not already listed. Legislative "suspended" contracts that Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

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COMMUNIWAY OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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 period of time shown here or the period of performance listed in the RFP, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may offer to complete minimal close-out procedures. If substantial performance has not been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are specified, provided that any close-out performance is subject to appropriation and funding limits under state law, and CTR may adjust amounts and payments in the final accounting system to ensure final close-out payments. Performance dates are subject to G.L. c. 63, § 15.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signature List for policies on Contractor and Department signatures.

Authorizing Signature for Contract Performance: The Authorized Contractor is authorized to perform in the State of Massachusetts and enter into the Contract. The Authorized Contractor must be an employee of the State of Massachusetts, and the contract must be signed by an authorized representative of the contractor. The Authorized Contractor must also provide a certification that all work is being performed in accordance with the terms and conditions of the contract.

Department Head Signature Authorization: The Department Head is authorized to sign the Contract and approve any amendments or modifications to the Contract. This authorization is subject to state law and the terms of the contract.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding any other agreement, the Commonwealth will be entitled to ownership and possession of all "deliverables" purchased or developed with Commonwealth funds. A Department may not reflow Commonwealth funds, nor may Contractors sell products developed with Commonwealth funds, without prior written consent from the Commonwealth. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications: The Contractor must be qualified and capable of performing the work required under the Contract. Qualifications are subject to state law and the terms of the contract. The Contractor must be an entity that can provide the services required under the Contract and have the necessary experience and expertise to perform the work in accordance with the terms of the contract. The Contractor must also provide a certification that all work is being performed in accordance with the terms and conditions of the contract.

Business Ethics and Fraud, Waste, and Abuse Prevention: The Contractor certifies that it has not engaged in any activities that violate applicable federal, state, and local laws and regulations, including but not limited to, the Commonwealth's anti-fraud, anti-waste, and abuse policies. The Contractor must also provide a certification that all work is being performed in accordance with the terms and conditions of the contract.

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under the Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secrets protection solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents shall be shared with all members of non-compliance forum and any such matter may be made public 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. 66, § 10.

Delegation. The Contractor certifies that neither it nor any of its subcontractors is currently delinquent or suspended by the federal or state government under any law or regulation including, Executive Order 146; G.L. c. 25A, §§ 35, 39, 39; G.L. c. 149, §§ 270, 272; G.L. c. 149, §§ 270, 274; and G.L. c. 149, §§ 270, 275-276.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws, the Code of Massachusetts Regulation, Rules and Regulations, the Procurement Act 220, 103 CMR 100 (Compliance, Reporting, and Auditing) as well as the applicable Commonwealth Attorney General, AGCA Standards for confidentiality of Department records under G.L. c. 66A, and the Massachusetts Attorney General 98V-1-6 regulations for the protection of personal data.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth's Internal Revenue Code. Invoices must be submitted on or before the due date set forth in the Contract. The Department shall not be responsible for any late fees incurred by the Contractor for failure to comply with this requirement.

Payments Subject To Appropriation. Pursuant to G.L. c. 29, §§ 27 and 29 and G.L. c. 149, §§ 270, 272, and 274, the Commonwealth is required to pay amounts only for work performed and completed in accordance with the terms of the Contract and any applicable Commonwealth regulations. The Commonwealth shall not be liable for any damages, costs, or expenses incurred by the Contractor for non-compliance with the terms of the Contract.

Department's Determination of Payment. The Contractor shall furnish the Department with a certificate of completion and a copy of the final invoice. The Certificate of Completion shall include a statement that the work has been performed in accordance with the terms of the Contract and any applicable Commonwealth regulations. The Certificate of Completion is required to be signed by the authorized representative of the Contractor and shall be submitted to the Department within 30 days after the completion of the work.

Employer Requirements. Contractors that are employers must comply with all applicable state and federal employment laws and regulations, including those relating to equal employment opportunity, affirmative action, and wage and hour laws. The Contractor shall be responsible for ensuring compliance with all applicable laws and regulations and shall provide the Department with a copy of its equal employment opportunity policy and affirmative action plan.

Laws and Regulations. The Contractor shall ensure that all work performed under the Contract is in accordance with all applicable Commonwealth laws, regulations, and policies. The Contractor shall comply with all applicable Commonwealth laws, regulations, and policies as may be amended from time to time.

Tax Law Compliance. The Contractor certifies that it is in compliance with all applicable state and federal tax laws and regulations, including but not limited to G.L. c. 64H, §§ 2 and 4, and G.L. c. 64H, § 4B, which requires the Contractor to provide written certification of compliance with state and federal tax laws and regulations.

Bankruptcy. The Contractor certifies that it has not been placed in bankruptcy or receivership within the last three calendar years, and that it is not currently involved in any bankruptcy or receivership proceedings. The Contractor certifies that it has not been placed in bankruptcy or receivership within the last three calendar years.

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

"other damages" shall not include, and no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided goods or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenues, lost savings 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). In no event shall the contractor be liable for any event that is a result of the Commonwealth's negligence or breach of 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 Torts and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap on damages, the limitation shall be considered void for that audit engagement. These terms may be applied to other Commonwealth agencies by written confirmation from the Massachusetts Department of the Treasury or the Office of the Comptroller. The terms in this Limitation may not be modified.

Northern Ireland Certification. Pursuant to 9 L.C. § 193, no state agencies, state authorities, the House of Representatives or the Senate, by signing this Contract the Contractor certifies that it does not employ any or more employees in an office or officer in Northern Ireland and if the Contractor employs ten or more employees in an office or officer 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 its work place, and the exclusion of any manifestations of religious and other discrimination; and the Contractor is not engaged in the manufacture, distribution, or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use in employment 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 with the Contractor to extend the Contract term to provide the necessary services to meet the immediate needs of the Commonwealth if the Contractor is not able to comply with the original Contract term. Payments are subject to appropriation by the Contracting Agency.

Contractor Certification for Non-Compliance with Executive Orders. For non-compliance with Executive Orders (2021-03, 2021-04, 2021-05, 2021-06, 2021-07, and 2021-08) 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 its work place, and the exclusion of any manifestations of religious and other discrimination; and the Contractor is not engaged in the manufacture, distribution, or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use in employment in any activity in Northern Ireland.

Executive Orders

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

Executive Order 481, Prohibiting the Use of Undocumented 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 penalty of perjury that they shall not knowingly or negligently hire undocumented workers. In connection with the performance of this Contract, that person shall be subject to reasonable requirements that may be imposed by a Contract with the Commonwealth. The Contractor shall not knowingly or negligently rent, sublease, or lease any real or personal property, or otherwise sublet, or transfer, or otherwise dispose of any real or personal property, without limiting other such rights as it may have, the Commonwealth shall be entitled to rescind this Contract.

Executive Order 330, Anti-Racism. The Contractor warrants, represents, and agrees that during the term of this Contract it will not discriminate, whether it is an governmental or non-governmental organization, as hereafter defined, participate in or cooperate in any way with an illegal contract entered into by the Commonwealth, with respect to any contract entered into, without limiting other such rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an entitlement agency shall be any business entity of which at least 51% of the ownership interest is directly or indirectly owned by the Commonwealth or by a person or persons, or entities or entities directly or indirectly owning at least 51% of the ownership interest of the Contractor, or which directly or indirectly owns at least 51% of the ownership interest of the Contractor.

Executive Order 373. Hires of State Employees. By State Contractors. Contractor certifies compliance with the provisions of Executive Order 373, Section 11 of the Commonwealth Torts and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including but not limited to, those imposed pursuant to G.L. c. 39H and under G.L. c. 314, § 33 for violations under M.G.L. c. 66A, Executive Orders 524, 525, and 526, Executive Order 328 (Codifying Non-Discrimination, Diversity, Equal Opportunity, and Affirmative Action which superseded Executive Order 278), Executive Order 504 (Establishing the Massachusetts Supplier Diversity Program which superseded Executive Order 360), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). All programs, activities, and services provided, performed, licensed, certified, regulated, or contracted for by the Commonwealth shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, national origin, gender identity or expression, religion, sex, ancestry, national origin, sexual orientation, disability, veteran status (including disability status), or background. Additionally, 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 fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These contracts shall be for a term that is not less than the term of the Contracting agency, except where the term of the Contracting agency, OSG, 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.

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STATEMENT OF WORK

This statement of work signed by Worcester County Sheriff Department ("WCSD") and Securus Technologies, Inc. ("Securus") is part of the contract agreement entered by both parties on [October 2, 2019] (the "Worcester Contract"). 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.

1. BACKGROUND

Worcester County Sheriff Department proposes to extend the contract referencing MA DOC RFR, FOR A SECURE INMATE CALLING SYSTEM AND RELATED SERVICES, COMMINS SUPP Bid Number: RFR-BD-18-1944-EPS17-EPS1-19423 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 Worcester Contract and the MA DOC Contract, the terms of the Worcester Contract will take precedence.

Following is a summary of the proposed renewal option:

- Pay commissions on all call types
- Debit Calling
- AdvanceConnect Single Call
- SecureView Tablet Program - No cost to WCSD
- Video Visitation - 17 Terminals - 20% commission commencing upon go-live
- Video Relay Services on one terminal per housing unit
- Securus eMessaging - 20% commission commencing on go-live

For all commissionable products, applicable taxes, fees, and surcharges are excluded from the calculation of commissions.

2. OBJECTIVE AND INCLUDED PRODUCTS

Securus will provide the services listed in this Section 2.

- **Call Rates and Product Pricing**

<table>
<thead>
<tr>
<th>Rates*</th>
<th>Inmate Call Commission (All Call Types)</th>
</tr>
</thead>
<tbody>
<tr>
<td>No change in current rates</td>
<td>42%</td>
</tr>
</tbody>
</table>

* Plus applicable taxes and governmental fees.
SCP also includes Inmate Debit account functionality. An Inmate Debit account is a prepaid, inmate-owned account utilized to pay for certain of Securus' 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.

For Inmate Debit calls, Securus reserves the right to deduct call credits from Gross Revenue. Securus will invoice WCSD on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt.

- **AdvanceConnect Single Call**

AdvanceConnect Single Call allows friends and family to pre-pay for a call from an inmate. 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 a transaction fee). AdvanceConnect Single Call calls are commissioned in the same manner as collect calls.

- **Tablets**

The SecureView Tablet is a secure, corrections-grade multi-purpose communications device specifically designed for incarcerated individuals within a jail or prison. The SecureView Tablet focuses on proactive and constructive ways to prepare incarcerated individuals for re-entry into society. It hosts a variety of applications for inmate education, entertainment, communication and job placement.

Securus will establish wireless hotspots to be utilized by the tablets. There will be free community tablets at a 1:4 ratio. Inmates may lease their own tablets for a cost of $5 for the first day and at no charge for the remaining days in the month. Securus will provide one administrative tablet per housing unit. Broken tablets will be replaced by Securus with no additional cost. Securus will provide a set of 1,000 earbuds at no cost to WCSD. Customer may purchase additional tablet earbuds at $5.66 per set, which may be invoiced or deducted from commissions. Customer is responsible for any applicable taxes and third-party expenses associated with the earbud purchase. Each earbud order must be for at least 25 units and be made in 25 unit increments. Provider may, at its option, decline to fulfill any order that does not conform to these requirements. At Customer's request, Securus will also work with Customer's commissary provider to provide earbuds through the commissary.
Any other purchases such as music or movies will be purchased by inmates directly from Securus or their subcontract provider. The subscription fee and premium content fees can be paid by using either Inmate Debit or a Tablet user account.

Securus will provide charging stations for each housing unit.

Securus will make available free education and programming including, but not limited to:

- KA lite
- Educational podcast
- Podcast Library
- Legal and Religious
- Additionally, as technically practicable, WCSD will be able to post educational, religious, or programming material to the tablets.

- Video Visitation

The WCSD chooses to use the $5.00 rate for a twenty-minute video visit but may amend at any time, provided Securus agrees to the change. For video visitation, Securus will pay 20% commission commencing on deployment.

Securus Video Visitation allows family and friends to remotely visit with inmates using a computer with webcam and internet access or an Android or iOS (Phone) mobile device while decreasing staff involvement facilitating visitation. SVV improves safety and security of the facility while providing additional option for Friends and Family members to visit their loved one.

Securus will deploy a total of 17 Single-Handset XL video visitation terminals.

The location of the terminals will be according to the site survey and approved by the WCSD. Securus will install necessary cabling and equipment.

- Video Relay Service

Securus’ Video Relay Service application (“VRS”) provides a fully integrated video relay service offering into the Secure Call Platform (SCP) allowing critical call controls to be maintained. This service allows deaf and hard-of-hearing inmates the ability to communicate with friends and family via a videoconferencing service.

WCSD understands and agrees that it is solely responsible for the following: (a) Determining which inmates are eligible to use VRS; (b) Providing inmates access to the VRS application; (c) Configuring SCP to allow eligible inmates access to the VRS application on ConnectUs-enabled
terminals; and (d) Designating which VRS numbers for which calls are not to be recorded, by marking those numbers as "private" within SCP.

WCSD understands and acknowledges that Securus’ third-party vendors shall have the right, in their sole discretion, to terminate VRS application sessions for policy violations or disruptive behavior, including, without limitation, verbal or other abuse of the VRS interpreter. WCSD further agrees to work in good faith with Securus and/or its third-party vendors to address and resolve reports of inmate misbehavior related to the VRS application.

- eMessaging

The WCSD chooses to use the $0.50 message rate but may amend at any time, provided Securus agrees to the change. For eMessaging, Securus will pay 20% commission commencing upon deployment.

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</th>
<th>Number of Stamps</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Text Message</td>
<td>1 stamp per message</td>
<td></td>
</tr>
<tr>
<td>Photo</td>
<td>1 stamp per photo</td>
<td>Limit of 5 photos per eMessage; 3 MB/photo limit</td>
</tr>
<tr>
<td>eCard</td>
<td>1 stamp per eCard</td>
<td>Limit of 5 eCards per eMessage</td>
</tr>
<tr>
<td>VideoGram</td>
<td>3 stamps per VideoGram</td>
<td></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 and must have a free Securus Online account to access. Approved messages and attachments are accessible by inmates through certain of Securus’ technologies as agreed by WCSD and Securus.

With WCSD’s agreement, Securus may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein.

**COMPENSATION:** Securus will provide eMessaging at no cost to WCSD. 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 $3.00 transaction fee 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>

Securus will pay WCSD 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. Securus will remit the payment for a calendar month to WCSD 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 Securus receives written objection within 60 days after the Payment Date.

E-MESSAGING TERMS OF USE – WCSD’s use of eMessaging is governed by the terms and conditions at [https://www.securustechnologies.com/emessaging-terms-and-conditions](https://www.securustechnologies.com/emessaging-terms-and-conditions), which are incorporated herein by reference.

This Statement of Work has been prepared in two (2) identical copies, of which each party has received one.

Date: 10/2/19

Securus Technologies, Inc.

Date:

Signature

Robert Littman

Name

Worcester County Sheriff Department

Signature

Jason Rivera

Name