

**FIRST AMENDMENT  
TO  
MASTER SERVICES AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Washtenaw County, Michigan ("you" or "Customer") dated May 23, 2012 (the "Agreement").

**WHEREAS** Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

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

- Term.** This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement.
- Further, the Initial Term of the Agreement shall be extended, with a modified end date of May 22, 2018. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
- Commission Percentage Change.** As of the First Amendment Effective Date, the **FACILITIES AND RELATED SPECIFICATIONS** chart on page 5 of the Agreement is deleted in its entirety and replaced with the following:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Washtenaw County Sheriff's Office 2201 Hogback Road Ann Arbor, MI 48105	SCP	57%*	Gross Revenues	P.O. Box 8645 Ann Arbor, MI 48107

**Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes.**

**\*Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services – effective February 11, 2014, no commission will be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).**

- Prepaid Calling Card Discount Percentage Change.** As of the First Amendment Effective Date, the **FACILITIES AND RELATED SPECIFICATIONS** chart on page 9 of the Agreement is deleted in its entirety and replaced with the following:

Facility Name and Address	Discount Percentage
Washtenaw County Sheriff's Office 2201 Hogback Road Ann Arbor, MI 48105	57%*

\*Less the percentage of revenue at the Facility(s) that is generated by interstate calls.

- Technology Grant.** On the first day of the month following the First Amendment Effective Date, we will provide you with a fund in the amount of \$25,000 from which you may draw to pay for technology services or equipment purchased by you from third-party vendors. The fund will be furnished and may be used for purchases made during the Initial Term. Any amount remaining in the fund at the expiration of the Initial Term or earlier termination of this Agreement are forfeited and will no longer be available. All Technology Grant payments will be final and binding upon you unless we receive written objection within 60 days after the payment has been made to the fund.
- Private Number Designation.** We will continue to provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and

agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.

7. **FCC Rate Order.** Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective as of February 11, 2014, the Agreement shall be modified to reflect that no commission shall be paid on revenues earned through the completion of interstate calls of any type, and the discount percentage for prepaid calling cards shall be reduced by the applicable percentage attributable to interstate calling revenue from Customer's Facility.

8. **Address Change.** Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address:

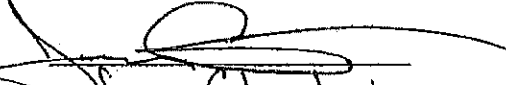
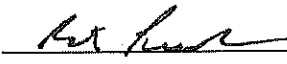
Payment Address:

4000 International Parkway  
Carrollton, Texas 75007  
Attention: General Counsel  
Phone: (972) 277-0335

4000 International Parkway  
Carrollton, Texas 75007  
Attention: Accounts Payable  
Phone: (972) 277-0335

9. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the First Amendment Effective Date.

<b>CUSTOMER:</b> Washtenaw County, Michigan  By:  Name: <u>Jerry Clayton</u> Title: <u>Sheriff</u> Date: <u>6/27/17</u>	<b>PROVIDER:</b> Securus Technologies, Inc.  By:  Name: Robert Pickens Title: President Date: <u>7-13-17</u>
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**Please return signed contract to:**

**4000 International Parkway  
Carrollton, Texas 75007  
Attention: Contracts Administrator  
Phone: (972) 277-0300**

ATTESTED TO:

  
Lawrence Kestenbaum  
County Clerk/Register  
03/12/2020

WASHTENAW COUNTY

  
Gregory Dill  
County Administrator  
03/12/2020