

**AGREEMENT FOR INMATE TELEPHONE SERVICE SYSTEM
WILL COUNTY (IL)
A303178**

This Agreement for Inmate Telephone Service System ("Agreement") is entered into this 24th day of FEBRUARY 2012, by and between the Will County Sheriff's Office ("Client") and Securus Technologies, Inc., a Delaware corporation ("Provider"), and shall begin upon the date Client signs the Agreement (the "Commencement Date").

1. Scope.

1.1 Client hereby authorizes Provider to install telephones, equipment and software and to provision local, intra LATA, inter LATA and interstate telephone services from inmate telephones at Will County Adult Detention Center located at 95 S. Chicago Street, Joliet, Illinois 60436.

1.2 Such telephones, equipment, software and services make up the inmate telephone service system and are referred to in this Agreement as the "System." During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of inmate related communications, including but not limited to voice, video and data (phone calls, video calls, messaging and e-mail) at the facilities in lieu of any other third party providing such inmate communications, including without limitation, Client's employees, agents or subcontractors. Provider and Client must mutually agree to any new inmate related communications.

2. Term.

2.1 The initial term of this Agreement shall begin on Commencement Date and terminate four (4) years from said Commencement Date.

2.2 Notwithstanding Section 2.1 above, either party may terminate this Agreement for failure of the other party to perform the obligations herein. The non-defaulting party shall give the defaulting party written notice of its default setting forth specifically the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party may terminate this Agreement upon sixty (60) days prior written notice to the other party. Provider reserves the right to renegotiate or terminate this Agreement upon sixty (60) days prior written notice if the Agreement becomes unprofitable for Provider; however, Provider shall not unreasonably exercise such right.

2.3 Should a Federal, State or County regulatory body order a reduction in call rates, the parties agree to negotiate a new commission rate for the Agreement within sixty (60) days of the rate change. The current rate of commission shall remain in effect until a new commission rate is mutually agreed upon. Should such commission rate change occur, any previously paid commissions, bonus or other payments will not be returned to Provider.

3. Provider's Products and Services.

3.1 Provider shall install, at its sole cost and expense, telephones, equipment, and software as required for the provisioning of the inmate telephone service system. Provider shall also install, at its sole cost and expense, all industry standard upgrades and/or improvements of telephones, equipment, and software as for the provisioning of the inmate telephone service system within sixty (60) days of such date generally made available. For upgrades that are limited release, require additional hardware associated with the new feature, contain features offering new functionality or for third-party applications or platforms that are

made available by the Provider, these will be made available to Client at Provider's reasonable and customary charges.

3.2 Provider shall maintain the System in good condition at all times. All maintenance or repair work, whether performed remotely or on site, shall be performed in such a manner to minimize the disruption of the inmate telephone service system. The Provider will make available Provider's standard post-installation training materials as requested during the term of the Agreement at no cost to Client.

3.3 Provider will supply and maintain up to One Hundred Fifteen (115) inmate phones and will supply and maintain additional phones above 115 upon the mutual agreement of both parties.

4. System Features and Services.

4.1 The System will provide an automatic "on/off" feature. The System will have the capability of being monitored for on-line diagnostics and troubleshooting.

4.2 The System will provide for automatic billing and placing of collect calls without the need for conventional live operator services. Provider will be responsible for all billing and collections of inmate calling, but may contract with third parties to perform this function.

4.3 The System will provide for detailed call records that will be retained by the Provider for the term of this Agreement with access to the call detail for an additional five (5) years thereafter, and Provider will train Client's designated personnel to retrieve detailed call records.

4.4 Call recordings shall be stored during the term of this Agreement (e.g. life of contract) and shall be available to the Client by the current access for one (1) year from the expiration or earlier termination of this Agreement, or from the date the System is upgraded or changed to another platform.

4.5 Provider will provide, install and maintain the equipment and features set forth as Exhibit A attached hereto and specifically incorporated herein.

4.6 The System will feature manual cut off switches.

4.7 Inmates can be blocked from hearing price quote.

4.8 Provider will maintain six (6) public coin phones in designated locations.

4.9 The System will interface with Client's jail management system.

5. Property Rights and Confidentiality.

5.1 Software license. Provider grants Client a personal, non-exclusive, nontransferable license (without right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that Provider implements in its discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. The Client is the license holder of any third party software products the Provider obtains on the Client's behalf. The Client authorizes the Provider to provide or pre-install the third party software and agree that Provider may agree to the third party End User License Agreements on the Client's behalf. Client's rights to use any third-party software product that Provider provides shall be limited by the terms of the underlying

license that Provider obtained for such product. The Software is to be used solely for Client's internal business purposes in connection with the System at the facilities. Client will not (i) permit any parent, subsidiary, affiliated entity, or third party use of the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Provider did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Provider is not liable with regard to any Software that Client may use in a prohibited manner.

5.2 Ownership and Use. The System, and related records, data, and information shall at all times remain Provider's sole and exclusive property unless prohibited by law, in which event, Provider shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, Provider will provide Client with reasonable access to the records. Provider (or its 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) related to its System, and 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.

5.3 Provider's propriety System, Software, Application, training materials and other Materials are confidential information of Provider. Client will use the same prudent care to safeguard the Provider's confidential information and will not use the Provider's confidential information for purposes other than those necessary to further the purposes of this Agreement.

5.4 Client will instruct its employees of the confidentiality restrictions set forth herein. Client will not disclose to third persons the confidential information without prior written consent of Provider, unless required under applicable law, rule or regulation, or pursuant to the order of any court or governmental entity or legal process of any governmental entity.

5.5 Both parties agree that a breach of any of the obligations set forth in this section 5 would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to all remedies available pursuant to the law of the State of Illinois.

6. Call Duration.

6.1 At the commencement of this Agreement there is call duration of 20 minutes. The System shall have the capability to automatically limit call duration. The Client reserves the right to institute a limit on call duration in the future.

6.2 Five (5) inmate telephones will be designated as free local calling telephones with no limit as to the number of calls.

7. Use of Space; Right of Access.

7.1 Client shall make available to Provider sufficient space within the facilities for the System and to allow for Provider's performance of services required herein. The space should have appropriate heating, ventilation and air conditioning for the System. Prior to installation Provider will inform Client of specifications for such facilities and for the heating, ventilation and air conditioning.

7.2 Client shall afford Provider's personnel or contractors' access to the System in order to perform services described herein. Reasonable security during access will be provided by Client. Client reserves the right to conduct background checks on Provider's personnel or contractors and deny access at Client's sole discretion to Client's facilities if a background check is failed. Provider will thereupon obtain substitute personnel or contractors that will pass a background check to perform the required service.

8. Commissions.

8.1 Provider will pay Client a commission ("Commission") of seventy percent (70%) of Gross Revenues for completed calls. "Gross Revenues" means all charges billed by Provider relating to collect calls placed from the Facilities. Gross Revenue may be verified by the detailed call records maintained by Provider without any deduction or credit for bad debt or for billed calls that for any reason are not collected. Regulatory required and other items such as federal, state and local charges and taxes and fees, including transaction funding fees, credits, and billing recovery fees are excluded from revenue to the Provider. A discount rate of seventy percent (70%) will be applied to the gross value of all prepaid calling card orders.

8.2 Commission stratification report shall summarize each commission payment as described in 8.3 and will be available for review and/or download by Client through the Facility Portal on Provider's website. Client will continue to receive a hard copy by mail.

8.3 Commission payments shall be payable by the 30th day of each month ("Payment Date") for the preceding month's call volume and shall be made payable to:

Will County Adult Detention Center
95 S. Chicago Street
Joliet, IL 60436

9. Free Booking Cards. Provider will provide Client with free booking cards with a limit of 250 per month during the initial term of this Agreement with a dollar value allowing for five (5) minutes on each free booking card.

All booking cards disbursements shall be final and binding upon Client, unless Provider receives written objection within sixty (60) days after the booking cards have been provided to Client. Each booking card will be valid for no more than six (6) months from the date it is first used. Booking cards are not returnable or refundable; all sales are final.

10. Call Rates:

10.1 Cost of call (call rates) shall be implemented as set forth in Exhibit C. Call rates cannot be changed except by mutual agreement between both Parties.

11. Notices.

11.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to Client at the address in Section 8.3 above and to Provider as follows:

Securus Technologies, Inc.
14651 Dallas Parkway, Sixth Floor
Dallas, TX 75254
Attn: General Counsel

Or to such other address as either Party may designate from time to time in writing to the other Party.

11.2 Unless otherwise provided herein, notices shall be sent by (i) hand delivery, (ii) registered or certified U.S. mail, (iii) commercial courier delivery service, or (iv) upon receipt at the address for notice specified above when hand delivered, (v) when delivered after being sent by courier delivery service, or (vi) five (5) days after deposit in the mail when sent by registered or certified U.S. mail.

12. Indemnification. To the fullest extent allowed by applicable law but subject to the limitations in this Agreement, each party (the "Indemnifying Party") will, and does hereby agree to, defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) brought or claimed by third parties or by the Indemnified Party (collectively, "Claims") arising out of (i) a breach of either party's representations, warranties and/or covenants contained herein or (ii) the gross negligence or willful misconduct of, or intellectual property infringement or alleged intellectual property infringement by, the Indemnifying Party and/or its employees, agents, or contractors in the performance of this Agreement. The Indemnified Party shall notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section and the Indemnifying Party shall hereupon tender the defense of such Claims to the Indemnifying Party. The Indemnified Party shall cooperate in every reasonable manner with the defense or settlement of such Claims at the Indemnifying Party's expense. The Indemnifying Party shall not be liable under this section for settlements of Claims finalized solely by the Indemnified Party unless the Indemnifying Party has approved such settlement in advance or unless the defense of such Claims has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

The parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CLAIMS WHICH MAY BE INDEMNIFIABLE AS REFERENCED HEREIN THIS SECTION 13, PROVIDER'S AGGREGATE LIABILITY TO CLIENT RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PROVIDER PAID CLIENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

14. Legality Limited License Agreement. For services related to System which may allow Client to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the System, Provider makes no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate email messages. Further, Client retains custody and ownership of all recordings, and inmate e-mail messages; however Client grants Provider a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with 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 calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

15. General. This Agreement shall be interpreted construed and enforced pursuant to the laws of the State of Illinois. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any term, covenant or condition contained herein shall be invalid or unenforceable to any extent and in any respect under any laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. This Agreement shall not be binding upon either Party until accepted in writing by an authorized representative of Provider as indicated by the signature below. This Agreement may not be assigned or transferred to any other person or entity without the prior written mutual agreement of the Parties. Notwithstanding the above, Provider may assign this Agreement upon mutual agreement of Client to any person acquiring all or substantially all of its assets or to any person or entity with or into which Provider merges; provided, however, that in any such case, all terms and conditions hereof will be binding upon and inure to the assignee or merged surviving entity as though such entity was an original party to this Agreement. Provider and Client each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Client and Provider.

16. Force Majeure. Neither Party will be liable to the other for delays or inability to perform their obligations if such failure results from a Force Majeure event, which will include any Acts of God, acts of government, acts of terrorism, riots, wars, strikes, fires, weather, delays in transportation, shortages of materials, the unavailability of equipment or other matters beyond the reasonable control of the Party. Any such Force Majeure event will extend the time for such performance for a period equal to the period of delay; provided however, that the Party whose performance is prevented or delayed by such Force Majeure will take all reasonable steps to avoid or remove such causes of nonperformance and will continue its performance whenever, and to the extent such causes are removed.

17. System Problem Notification. Client shall have the capability to report problems with the System via a toll free number twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year. Upon the reporting of a problem by the Client to the Provider, the Provider shall repair the problem pursuant to the Repair Procedures as set forth in Exhibit B attached hereto, and specifically incorporated herein. THE SERVICE LEVEL AGREEMENT IN EXHIBIT B SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. THE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

18. Entire Agreement; Amendments. This Agreement represents the entire Agreement between the Parties with respect to the matters addressed herein and supersedes all prior negotiations, representations or agreements between the Parties, when written or oral, on the subject matter hereof. This Agreement may not be amended, modified, altered, or rescinded except upon a written instrument designated as an amendment to this agreement an executed by all Parties hereto

19. Exhibits: This Agreement includes Exhibits attached hereto as indicated below.

Exhibit A, Equipment and Features

Exhibit B, Repair Procedures

Exhibit C, Call Rates

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

WILL COUNTY SHERIFF OFFICE

SECURUS TECHNOLOGIES, INC.

By:

Paul Kaupas

Name:

PAUL T. KAUPAS

Title:

Sheriff

Date:

2-24-12

By:

Robert Pickens

Name:

Robert Pickens

Title:

Chief Operating Officer

Date:

2/28/12

Exhibit A

**WILL COUNTY (IL)
Equipment and Features**

A. Features. The parties agree that the Features listed below shall be provided and in accordance with the Service Level Agreements in Exhibit B. Provider will give Client thirty (30) days notice of any operational changes to the Features currently provided at Facility.

B. Equipment. We will provide the equipment/features in connection with the SCP services needed to support the required number and type of phones and other components and storage in accordance with Section 4.4 of the Agreement.

CALL MANAGEMENT SERVICE

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by us, (c) maintain call detail records in accordance with our standard practices, (d) automatically shut the System on or off, and (e) allow free calls to the extent required by applicable law. Provider will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

FACILITIES AND RELATED SPECIFICATIONS:

<u>Facility Name and Address</u>	<u>Type of Call Management Service</u>
Will County Adult Detention Center 95 S. Chicago Street Joliet, IL 60436	SCP

VALUE-ADD FEATURES

DESCRIPTION

3-Way Detection. 3-Way Detection provides the capability for you to mark, warn or disconnect 3-way calls.

Covert Alert: A remote call forwarding feature used for those numbers that are under surveillance by an investigative unit which permits authorized personnel to monitor a call from any designated remote location while the call is in progress.

Crime Tip: An anonymous detainee crime reporting tool that allows detainees to provide crucial information without being exposed as an informant.

The called party will be given the option to receive a rate quote.

Calls will be branded Will County Adult Detention Center and random branding will be announced during the call.

E-imports (auto pin): Each inmate will be assigned a personal identification number (PIN) to be utilized with the Inmate Telephone System. Once enrolled, the inmate will first enter his or her PIN before being allowed to make a telephone call to any authorized number. The use of a PIN will provide an audit trail of the specific inmate that placed a specific call from the facility. Additionally, SCP will enable the facility to allow or deny telephone numbers based on an inmate's PIN. Provider will provide e-imports at such time as generally made available to all customers, and Provider will provide e-imports (auto-pin) application at no cost to the Client from Provider. The current JMS provider will be provided requirements by Provider to facilitate the integration with the JMS system for the generation of PINs. Provider requests that the Client require the JMS provider to provide their portion of the interface.

COMPENSATION:

The optional features above are provided to Client at no charge.

END-USER FUNDED FEATURES

PREPAID CALLING CARDS

DESCRIPTION:

Upon receipt of Client's written request, Provider will provide Client with inmate prepaid calling cards for resale to inmates at the Facilities specified in the chart below. Prepaid calling cards are not returnable or refundable; all sales are final. Each prepaid calling card will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If Client authorizes Provider, Provider will deal with Client's third party commissary operator ("Commissary Operator") for the sole purpose of selling prepaid calling cards to Client. If that is the case, Client shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that Provider receives the notice. Notwithstanding anything to the contrary, Client will remain primarily liable for the payment for prepaid cards sold to Commissary Operator on Client's behalf. Provider will provide advance notification of all card shipments to Client's site contact and/or designated agent, including date shipped, tracking number and estimated delivery date.

TAXES:

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Client agrees to pay all taxes levied by a duly constituted taxing authority against or upon the charges hereunder or on this Agreement, except, however, any taxes based on Provider's income, which taxes shall be paid by Provider. Client agrees to provide to Provider the Client's applicable State Sales and Use Tax Resale Certificate. Unless Provider receives a Sales and Use Tax Resale Certificate from Client, Provider will charge Client's appropriate and applicable taxes on the sale of the Prepaid Calling Cards.

COMPENSATION:

The face value of the cards less the applicable percentage specified in the chart below plus any applicable sales tax shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then Provider reserves the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice price of the cards plus any accrued interest from any amounts we owe you until paid in full. All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless Client provides us a valid reseller's certificate prior to the time of sale.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Discount Percentage
Will County Adult Detention Center 95 S. Chicago Street Joliet, IL 60436	70%

INMATE DEBIT

Client may at Client's option add Inmate Debit during the initial term of this Agreement. Provider must provide the option to Client of inmate debit with full integration to inmate commissary accounts within one (1) year of the Commencement Date of this Agreement.

Exhibit B
Repair Procedures

Priority Classifications

The following classifications apply once a trouble report is issued and received by Securus Technical Support. A ticket number will be given to the Client at the time of the report.

Priority One condition occurs when 50% of any single cell block's inmate telephones are non-functioning.

Priority One condition occurs when any monitoring/taping function is not fully operational.

Priority Two condition occurs when system outage is less than 50% but impacts at least 10% of the phones.

Priority Two condition occurs when any other system event not a priority one condition occurs that adversely affects the operation of the system or any component thereof.

Response Times

The following response times must be met or a fine can be billed.

Priority One condition shall have a four (4) hour response time to work on remotely and to have a technician on site if needed.

Priority Two condition shall have a twenty-four (24) hour response and all due diligence shall be used to repair the problem as soon as possible,

Any single phone outage shall have a twenty-four (24) response time and all due diligence shall be used to repair the problem as soon as possible,

Failure to Comply

Failure to comply with the above stated Repair Procedures will result in a fine of \$100.00 billed to the Provider for failure to meet the response time per report. This fine shall be paid to the Client no later than 60 days from receipt of invoice from the Client. Client reserves the right not to bill the Provider.

As of the Commencement Date, Provider will continue to support Client with its CET (Customer Evaluation Team), until it is mutually agreed by the Parties that CET is no longer necessary.

EXHIBIT C

Call Rates

All calls

	<u>Surcharge</u>	<u>1st Minute</u>	<u>Additional Minutes</u>
Local	\$3.00	\$0.18	\$0.18
IntraLATA/Intrastate	\$3.00	\$0.18	\$0.18
InterLATA/Intrastate	\$3.00	\$0.18	\$0.18
InterLATA /Interstate	\$3.00	\$0.18	\$0.18
IntraLATA/Interstate	\$3.00	\$0.18	\$0.18

Plus applicable taxes and other governmental fees.

International rates, if applicable, will vary by country.

- New call rates will be implemented upon a mutually agreed to date within sixty (60) days of contract signing.

**FIRST AMENDMENT
TO
AGREEMENT FOR INMATE TELEPHONE SERVICE SYSTEM
WILL COUNTY (IL)
A303178**

This **FIRST AMENDMENT** ("First Amendment") is effective as of February 11, 2014 ("First Amendment Effective Date") and amends and supplements that certain Agreement for Inmate Telephone Service System by and between Will County Sheriff's Office ("Client") and Securus Technologies, Inc. ("Provider") dated February 24, 2012 (the "Agreement").

WHEREAS, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services ("FCC Order"), effective February 11, 2014, Provider and Client agree to modify the calling rates charged under the current Agreement;


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


1. Effective February 11, 2014, the Call Rates set forth in Exhibit C to the Agreement shall be modified to reflect that the interstate call rates shall not exceed the rate caps set forth in the FCC Order.
2. 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 shall be paid on revenues earned through the completion of interstate calls of any type received from the Agreement.
3. 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.

Will County Sheriff's Office

Securus Technologies, Inc.

By: 
Name: PAUL J. KAUPAS
Title: SHERIFF
Date: 2-18-14

By: 
Name: Robert Pickens
Title: Chief Operating Officer
Date: 2/26/14

Please return signed amendment to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

RECEIVED
2-25-14

**SECOND AMENDMENT
TO
AGREEMENT FOR INMATE TELEPHONE SERVICE SYSTEM
WILL COUNTY (IL)
A303178**

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Agreement for Inmate Telephone Service System by and between Will County Sheriff's Office ("Client") and Securus Technologies, Inc. ("Provider") dated February 24, 2012, as subsequently amended by that certain First Amendment dated February 11, 2014 (collectively, the "Agreement").

WHEREAS, the parties desire and agree to amend the Agreement to implement Inmate Debit as more fully set forth herein;

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

1. TERM. This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement.
2. INMATE DEBIT. The following Feature is hereby added to Exhibit A to the Agreement:

INMATE DEBIT

DESCRIPTION:

A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Provider will also allow inmate Friends and Family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by Friends and Family members into an inmate's Debit account become property of the inmate. Provider establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). Provider requires inmate to key in his/her PIN at the beginning of every Debit call in order to complete the call and pay for the call using the inmate's Debit account. Client agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. Client agrees to use Provider's SCP User Interface or utilize integration with Client's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Client's failure to perform any of its obligations for the project; (ii) any of Client's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control.

INVOICING AND COMPENSATION:

Provider shall invoice Client 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. Provider shall pay Client the commission percentage that Provider earns through the completion of Debit calls placed from Client's Facilities as specified in the chart below. Provider reserves the right to deduct call credits from usage. Provider shall remit the commission for a calendar month to Client on or before the 30th day after the end of the calendar month in which the Debit calls were made (the "Payment Date"). All commission payments shall be final and binding upon Client, unless Provider receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Debit Commission Percentage*
Will County Adult Detention Center 95 S. Chicago Street Joliet, IL 60436	70%

RECEIVED
AUG 1 2014

BY:

*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 shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).

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

EXECUTED as of the Second Amendment Effective Date.

Will County Sheriff's Office

By: _____

Name: _____

Title: _____

Date: _____

Gina Marotta

Gina Marotta

Deputy Chief

8/6/14

Securus Technologies, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Robert Pickens

Robert Pickens

President

8-11-14

Please return signed amendment to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

**THIRD AMENDMENT
TO
AGREEMENT FOR INMATE TELEPHONE SERVICE SYSTEM
WILL COUNTY (IL)
A303178**

This **THIRD AMENDMENT** ("Third Amendment") is effective as of the last date signed by either party ("Third Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Will County Sheriff's Office ("you" or "Client") dated February 24, 2012, as subsequently amended by that certain First Amendment dated February 11, 2014, and Second Amendment dated August 11, 2014 (collectively, 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 Third Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This Third Amendment shall commence on the Third Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, Section 2 of the Agreement is hereby amended to reflect that the Term shall be extended by 12 months from the Third Amendment Effective Date. Unless one party delivers the other written notice 90 days before the end of the then-current term, this Agreement shall automatically renew for two successive periods of 12 months each. 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. Notwithstanding the aforesaid, both Parties understand that the current Will County Sheriff has no legal authority to contractually bind a successor Will County Sheriff and that a successor Will County Sheriff may legally repudiate this Agreement, upon reasonable notice.
2. Signing Bonus. Beginning on the first day of the month following the Third Amendment Effective Date, we will pay you 12 monthly signing bonus payments of \$52,083.33 each (collectively, the "Signing Bonus"). If the Agreement is terminated for any reason before the end of the initial Term, then you will refund to us an amount equal to the Signing Bonus times a fraction, the numerator of which is the number of months between the date of termination and the end of the Term, and the denominator of which is the number of months in the Term plus interest on the prorated amount in the amount of the lower of (a) fifteen percent (15%) per annum and (b) the maximum rate allowed by law. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you. All Signing Bonus payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you.
3. Calling Rates. Provider will charge the following rates at the Facility(s):

CALLING RATE TABLE

Destination Class	First Minute	Additional Minutes
Local	0.25	0.25
IntraLATA/Intrastate	0.25	0.25
InterLATA/Intrastate	0.25	0.25
InterLATA/Interstate (Collect)	0.25	0.25
IntraLATA/Interstate (Collect)	0.25	0.25
InterLATA/Interstate (Prepaid)	0.21	0.21
IntraLATA/Interstate (Prepaid)	0.21	0.21
International	0.50	0.50

4. Applications. The following Applications are added to the Agreement:

THREADS™

DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional “community” feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Customer’s use of THREADS™ is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

We will provide THREADS™ at no cost to you.

COMMUNITY FEATURE:

Customer has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. Customer acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

THREADS™ TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer’s access to and use of information obtained in connection with or through the THREADS™ application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer’s compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the THREADS™ application.
2. Customer acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is Customer’s obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.
3. Customer understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "**AS IS**." Customer further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its sole discretion that the THREADS™ application and/or Customer’s use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer’s access to the THREADS™ application and shall have no further liability or responsibility to Customer with respect thereto.
4. Provider shall have no liability to Customer (or to any person to whom Customer may have provided data from the THREADS™ application) for any loss or injury arising out of or in connection with the THREADS application or Customer’s use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider’s aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the THREADS™ application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND

HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THREADS™ APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE THREADS™ APPLICATION OR THE UNAVAILABILITY THEREOF.

5. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the THREADS™ application or information obtained in connection therewith.

LOCATION BASED SERVICES

DESCRIPTION:

Securus' Location Based Services ("LBS") provides Customer with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Securus device by an inmate confined at a Customer Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by Customer. When a mobile device user's prior approval is required by law for MLD to be provided to Customer, such approval will be obtained in accordance with wireless carrier-approved disclosure and opt-in processes. LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. Customer's use of LBS is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

We will provide LBS at no cost to you.

LBS TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Location-Based Services application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use by Customer of the Location-Based Services application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Location-Based Services application.

2. Customer acknowledges that the information available through the Location-Based Services application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to Location-Based Services to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the Location-Based Services application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Location-Based Services application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the Location-Based Services application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.

3. Customer understands and acknowledges that all information used and obtained in connection with the Location-Based Services application is "**AS IS**." Customer further understands and acknowledges that Location-Based Services uses data from third-party sources, which may or may not be thorough and/or accurate, and that

Customer shall not rely on Provider for the accuracy or completeness of information obtained through the Location-Based Services application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Location-Based Services application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the Location-Based Services application. Moreover, if Provider determines in its sole discretion that the Location-Based Services application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Location-Based Services application and shall have no further liability or responsibility to Customer with respect thereto.

4. Provider shall have no liability to Customer (or to any person to whom Customer may have provided data from the Location-Based Services application) for any loss or injury arising out of or in connection with the Location-Based Services application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the Location-Based Services application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOCATION-BASED SERVICES APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LOCATION-BASED SERVICES APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE LOCATION-BASED SERVICES APPLICATION OR THE UNAVAILABILITY THEREOF.

5. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the Location-Based Services application or information obtained in connection therewith.

INVESTIGATOR PRO™

DESCRIPTION:

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice print enrollment process. This inmate voice print enrollment process will be the responsibility of Customer.

COMPENSATION:

We will provide Investigator Pro™ at no cost to you.

ICER™

DESCRIPTION:

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.

COMPENSATION:

We will provide ICER™ at no cost to you.

AUTOMATED INFORMATION SERVICES

DESCRIPTION:

Provider will provide the Automated Information Services (AIS™) as described herein. The AIS™ application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform, as well as allow inmates' friends and families the ability to open or fund a pre-paid telephone account, an inmate phone account, an inmate trust account or leave a voicemail. The application is accessed through a telephone IVR system. Once Facility staff has uploaded all required information, the system is able to automate information such as Commissary Balances (pending MIS system data flow); Charge Information; Court

Appearance Dates, Times, Locations; Bond Amounts, Types; Projected Release Dates; and Visitation Eligibility, Times.

Automated Information Services is configurable to meet the specific needs of Customer's Facility. The standard option includes automation of inmate and Facility information to constituents who call Customer's existing main telephone number and to inmates at Customer's Facility. The following are options and requirements available for AIS.

- ✓ Automation of inmate and Facility information to constituents (standard)
- ✓ Automation of inmate and Facility information to inmates (Securus ITS Customers only)
- ✓ Ability to open or fund a Securus pre-paid telephone account (Required)
- ✓ Ability to fund an inmate phone account (Required)
- ✓ Ability to fund an inmate trust account (Required)
- ✓ Ability to leave a voice mail (Required)
- ✓ Ability to provide for inmate information and trust funding via InmateInfo.com

The application provides all information automatically without staff intervention 24/7.

The AIS™ Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an inmate providing a quick way for friends and family to initiate communication or deliver timely information to an inmate prior to a scheduled phone call or visitation. Friends and family will pay up to a \$1.99 usage fee for each voicemail they leave, 20% of which Provider will pay to Customer each month. AIS™ Jail Voicemail is not subject to any other compensation.

COMPENSATION:

Provider agrees to provide AIS™ to Customer at no charge, provided that Customer agrees to implement all of the Required Services described above (Family & Friend Automation; Inmate Automation; AdvanceConnect phone funding; Inmate Debit (where available); Commissary Trust Funding; and Jail Voicemail) and to allow Provider to expand the AIS™ services offering at any time during the Term of the Agreement upon thirty (30) days advance written notice to include additional constituent notification services provided through the AIS™ application. If Required features are not implemented or maintained during the Term of the Agreement, Customer agrees to pay Provider \$2.00 per Average Daily Population per month for AIS™.

Provider will not charge integration fees but if a vendor charges an integration fee Customer will be responsible for its payment.

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

EXECUTED as of the Third Amendment Effective Date.

<u>CUSTOMER:</u> Will County Sheriff's Office By: _____ Name: _____ Title: _____ Date: _____	<u>PROVIDER:</u> Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: President Date: _____
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Please return signed contract to:

**14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254**

Attention: Contracts Administrator

Phone: (972) 277-0300

**Memorandum of Understanding
COVID-19 Response
WILL COUNTY (IL)**

This Memorandum of Understanding ("MOU") is effective as of the last date of signature ("MOU Effective Date") and amends and supplements the current agreement for inmate communications services by and between Securus Technologies, LLC ("we," "us," or "Provider") and Will County Sheriff's Office ("you" or "Customer") (the "Agreement").

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

WHEREAS, Customer has requested to make certain temporary changes to certain of Provider's systems in response to disruptions being caused by the spread of the COVID-19 Coronavirus, and Provider agrees to make such changes;

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

1. Term. This MOU is intended as a temporary amendment to the Agreement in response to disruptions being caused by the spread of the COVID-19 Coronavirus.¹ Accordingly, this MOU shall commence on the MOU Effective Date and shall remain in effect until April 22, 2020 (the "Term"). This MOU may only be extended by mutual consent of the parties. Moreover, either party may terminate this MOU at any time for any reason. In the event this MOU is terminated, the parties will coordinate in good faith regarding the process of reversing the changes contemplated by this MOU.
2. Changes to Pricing and Billing. As soon as is practicable, during the Term of this MOU, Provider agrees to make the following changes to its pricing and billing procedures:
 - a. Provider will provide two free phone calls per inmate per week, provided that, for any given account, if the free phone calls are 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.
 - b. For each free phone call provided and used pursuant to this MOU, Customer will assist Provider with bearing the cost by paying Provider \$0.025 per minute of each such call, which will be deducted from compensation otherwise owed from Provider to Customer pursuant to the Agreement. Alternatively, or, in the event the compensation owed to Customer is less than Customer's cost of the free calls provided and used pursuant to this MOU, Customer may be sent an invoice, which will be due and payable within 30 days after the invoice date.
3. Status Update. On or about 21 days after the implementation of the changes described in this MOU, Provider and Customer will confer in good faith regarding the impact of these changes and to discuss any further suggested changes.
4. MOU Confidentiality. Customer will not issue any press release or other public statement regarding the financial terms contemplated by this MOU unless mutually agreed upon by Provider and Customer, provided, however, this will not prohibit Customer from making any general statements about its coronavirus response plan and benefits to affected inmates.
5. Additional Changes to Pricing and Billing. During the Term of this MOU, the parties agree that additional changes in addition to those described in Section 2 of this MOU may be made by mutual documented consent. Any such changes will terminate upon the termination of this MOU.
6. Except as expressly amended by this MOU, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

CUSTOMER: Will County Sheriff's Office By: <u>Dale Santelli</u> Name: <u>Dale Santelli</u> Title: <u>Warden</u> Date: <u>3-27-20</u>	PROVIDER: Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By: <u>D. J. Reinhold</u> Name: Dennis J. Reinhold Title: Senior Vice President and General Counsel Date: <u>3/27/20</u>
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¹ Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

RECEIVED
RC-27-20



CONTRACT ADDENDUM (2021 FCC ORDER)

This Contract Addendum (hereinafter "Addendum") is by and between the party identified below as Customer ("Customer") and Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) ("Provider") and is subject to and governed by the current agreement for telephone services ("Agreement") between Customer and Provider. Its terms are effective on or about October 26, 2021, and this Addendum will be coterminous with the Agreement.

BACKGROUND:

On May 24, 2021, the Federal Communications Commission ("FCC") released its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking (the "Order") In summary , this Order (a) implements new interim interstate and international rate caps; (b) significantly changes the previous industry practice with respect to the rate caps applied to both interstate and intrastate calls; (c) modifies rules relating to ancillary and third party transaction fees; (d) modifies applicable regulation with respect to consumer reporting and cost recovery of site commissions; and (e) provides notice of further proposed rulemaking which will likely have further significant impact on the industry. Unlike prior FCC action in this area, the Order was unanimous and bipartisan.

APPLICATION OF FCC INTERIM RATE CAPS FOR INTERSTATE AND INTRASTATE CALLS:

The Order mandates new interim calling rate caps for all interstate calls. See Order, Paragraphs 42-48, 47 CFR § 64.6030(a)-(c). The Order also mandates a new approach with respect to intrastate and local calls. "[T]o the extent that a provider cannot determine that the physical endpoints of a call are within the same state, that provider must comply with our new interim interstate rate caps for that call." Order, Paragraph 41 (emphasis added). Other than landline calls (which are a small percentage of overall calling traffic), Provider cannot currently make an accurate determination with respect to the physical endpoint of the called party, and, therefore, is required to apply the new calling rate caps to most intrastate and local calling traffic as well as all interstate calling traffic. To achieve rate uniformity between landline and non-landline calls, Provider intends to rate landline calls in the same manner as non-landline calls.

Accordingly, on or about October 26, 2021, if Customer has calling rates that exceed \$0.21 per minute (the rate cap specified in the Order for Jails with an ADP < 1,000), those rates will be reduced to \$0.21 per minute.

APPLICATION OF FCC INTERIM RATE CAPS FOR INTERSTATE AND INTRASTATE CALLS:

The Order mandates a new interim rate cap for all international calls which is calculated using the interstate rate cap described above plus the average per-minute amount paid by the provider to its underlying wholesale international carriers to terminate international calls to the same "international destination" over the preceding calendar quarter (the "International Rate Cap"). See Order, Paragraphs 178-184; 47 CFR § 64.6030(e).

Accordingly, on or about October 26, 2021, Provider will charge international calling rates equal to or less than the International Rate Cap .

AVERAGE DAILY POPULATION:

The Order applies different rate caps to facilities based on their average daily population (ADP). We understand that your current ADP is < 1,000, and the adjustments described herein are based on that assumption. To facilitate compliance with the Order, Customer agrees to update Provider in the event its ADP becomes greater than or equal to 1,000.

ADJUSTMENT TO FACILITY COMPENSATION :

Effective on or about November 1, 2021, Provider will adjust the compensation payable to Customer based on the option selected by Customer in the following table (Customer to check applicable option):

_____ \$12198 per month will be deducted from compensation otherwise payable to Customer under the Agreement.

 X For all currently commissionable call traffic under the Agreement, the commission percentage (for prepaid, collect, and debit calling) and, if applicable, the prepaid calling card discount, are hereby reduced to 49%.

For international call traffic only, the per-minute amount paid by the provider as a passthrough to its underlying wholesale international carriers to terminate international calls will not be commissionable.

ADJUSTMENT TO TERM:

The term of the Agreement is hereby extended by 0 months. In the event the Agreement has auto renewals or renewal options, those options will continue to be in effect.

ADJUSTMENT TO FACILITY COMPENSATION (MINIMUM GUARANTEES):

Given the significant uncertainty surrounding the economic impact of the Order, the parties hereby agree that the application any minimum annual or minimum monthly guarantees will be suspended effective November 1, 2021 for a period of 12 months. Effective on or about November 1, 2022, any applicable guarantees will be reinstated at a value based on 80% of the previous 12 months' actual compensation earned.

SIGNATURES

The person signing this Addendum represents that he or she has the unrestricted right and requisite authority to enter into and execute this Addendum, to bind Customer named below, and to authorize the changes described herein. Except as expressly amended by this Addendum, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

Even if Provider does not receive a signed Addendum, please be advised that Provider must make all changes necessary to comply with applicable law and regulation and will do so on October 26, 2021.

Customer: Will County Sheriff's Office
Signature: DE [Signature]
Printed Name: Vincent Perino
Title: Deputy Chief Support Services