

**FIRST AMENDMENT TO
MASTER SERVICE AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by a party ("First Amendment Effective Date") and amends and supplements that certain Master Service Agreement with an Effective Date of September 10, 2013, a copy of which is attached as Exhibit A ("Agreement") by and between Fort Bend County ("Customer") and Securus Technologies, Inc. ("Provider").

WHEREAS, Customer and provider agree to modify certain terms of their Agreement as set forth below;

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

1. **TERM AND SCOPE.** The terms of this First Amendment are effective upon execution of both Parties and will remain in effect through the term of the Agreement. Except as otherwise modified herein, each and every provision of the parties' Agreement shall remain in full force and effect.
2. **COMPENSATION.** The Section entitled "Compensation" on pages 7-8 shall be modified as set forth below:

A. The following language shall be deleted in its entirety:

~~Minimum Annual Guarantee (MAG): So long as the inmate population (expressed as average daily population, or ADP) is 850 inmates, payment will not fall below \$336,000 for the 12-month period following the Effective Date. Each year thereafter, Provider will adjust the MAG upward or downward to reflect 100% of the actual commissions earned in the prior twelve (12) months. All MAG commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the MAG has been paid to you. NOTWITHSTANDING ANYTHING TO THE CONTRARY, PROVIDER SHALL HAVE THE RIGHT THROUGHOUT THE INITIAL TERM AND ANY RENEWAL TERMS OF THIS AGREEMENT, BUT NOT MORE OFTEN THAN ONCE PER CALENDAR YEAR, TO FULLY AUDIT OR EXAMINE ANY AND ALL INFORMATION PERTAINING TO THE CUSTOMER'S AVERAGE DAILY POPULATION.~~

B. The Minimum Annual Guaranty (MAG) received by Customer for the first twelve month period of service will be retroactively adjusted as follows:

1. Customer shall remit a total value of \$117,856.08 to Provider as more specifically described below:
 - a. A check for \$29,464.02 will be issued to Provider within 30 days of execution, on behalf of Customer's Jail Commissary Account;
 - b. Customer's earned commission on inmate debit sales will be reduced by \$2,455.34 each month for the next 12 months (for a total reduction of \$29,464.02) following execution of this Amendment
 - c. Customer's actual earned commission on collect revenue will be reduced by \$4,910.67 each month for the next 12 months (for a total reduction of \$58,927.04) following execution of this Amendment
2. Customer shall retain \$58,928.03 previously remitted by Provider as part of the 1st year MAG payment.

3. INMATE DEBIT. The Section entitled "Inmate Debit" on page 11 shall be modified as set forth below:

a. The following language shall be deleted in its entirety:

INVOICING AND COMPENSATION:

~~Provider shall invoice Customer 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 Customer the commission percentage that Provider earns through the completion of Debit calls placed from Customer'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 Customer 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 Customer unless Provider receives written objection within sixty (60) days after the Payment Date.~~

b. The following language shall be added:

INVOICING AND COMPENSATION:

Provider shall invoice Customer 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 Customer the commission percentage that Provider earns through the completion of Debit calls placed from Customer'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 Commissary 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 Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

Note that all Commission payments for Inmate Debit should be remitted to the Commissary at the following address:

Fort Bend County Detention Facility
ATTN: Commissary
1410 Williams Way Boulevard
Richmond, TX 77469

4. AUTOMATED INFORMATION SERVICES. The schedule shall be amended to add the following Application:

Automated Information Services (AIS™)

DESCRIPTION

Provider will provide the AIS as described herein through its wholly owned subsidiary, Telerus. 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 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 2.0 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 leave a voice mail (Required)
- ✓ Ability to provide for inmate information via InmateInfo.com

The application provides all information automatically without staff intervention 24/7. Customer shall be responsible for any/all integration fees incurred by their JMS/MIS system provider in order for AIS™ to receive inmate data.

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 \$3.95 usage fee for each voicemail they leave, 20% of which Customer will receive each month as a commission payment. AIS™ Jail Voicemail is not subject to any other compensation.

InmateInfo.com provides the features and benefits of AIS™ on the Web. InmateInfo.com allows friends and family members to search by facility and inmate to find the same inmate information AIS™ provides.

Customer agrees to implement all Required features above. Any changes by Provider to expand the AIS™ services offering during the Term of the Agreement will require an Amendment signed by both parties.

PAYMENT

Provider shall offer AIS™ to Customer free of charge provided that Customer implements all required features. If required features are not implemented or maintained during the Term of the Agreement, AIS pricing will revert to \$4.00 per ADP per month, based on Customer's estimated Average Daily Population ("ADP"). If the ADP levels fluctuate by more than fifteen percent (15%), Provider reserves the right to renegotiate the monthly fee or terminate this AIS Exhibit upon sixty (60) days advance written notice to Customer.

Remainder left blank

Execution page follows

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the First Amendment Effective Date by their duly authorized representatives.

Fort Bend County

Securus Technologies, Inc.

By: _____
Name: Robert Hebert
Title: County Judge
Date: _____

By: Robert Pickens
Name: ~~Geoff Boyd~~ Robert Pickens
Title: ~~Chief Financial Officer~~ President
Date: 3/30/15

Reviewed:

Troy E. Nehls, Fort Bend County Sheriff

ATTEST:

Laura Richard, County Clerk

Please return signed document to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

MTR: I/Agreements/2015/Sheriff 03.19.2015

Exhibit A

Master Service Agreement with an
Effective Date of September 10, 2013



Master Services Agreement
FORT BEND COUNTY(TX)
A002541

This Master Services Agreement (this "Agreement") is by and between FORTBEND COUNTY ("Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the last date signed by either party (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunication system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement according to the Schedule and Work Orders, which are incorporated by reference into this Agreement; and

Whereas, Customer has issued a Request for Proposals No. 13-058 (hereinafter referred to as "RFP") and Provider has submitted a proposal in response to the RFP; and

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement and the Schedule and Work Orders, which are incorporated by reference into this Agreement;

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

1. Applications. This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.

2. Use of Applications. You grant us the exclusive right and license to timely install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. 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 existing and any future inmate related telephone communications *e.g.*, phone calls, voice messaging, prepaid calling cards, and debit calling) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.

At least once every six (6) months, Provider shall provide a training session for Customer's staff that addresses how to use the System, advances and upgrades to technology, and any other matters that have created issues in the effective use of the System. Provider shall provide user manuals as needed and each time that manuals are updated.

Within ninety (90) days of the Effective Date, Provider shall perform a fraud audit on the System and program any changes necessary to accomplish fraudulent call tracking at no expense to Customer. If Provider detects any form of fraud, Provider shall advise Customer of methods to prevent similar incidents of fraudulent calling at no expense to Customer. If Provider learns of actual or possible unauthorized, fraudulent, or unlawful use of any services provided under this Agreement, Provider shall contact Customer, and Provider shall block calls for that inmate if requested by Customer.

3. Compensation. Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.

4. Term. The obligations of the parties shall be effective as of the Effective Date and shall end on the date that is 48 months thereafter. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for periods of 12 months. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to

provide the Application to you after the expiration or earlier termination of this Agreement.

5. Service Level Agreement and Limited Remedy. We are committed to providing you with reliable, high quality Applications and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM 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.

6. Software License. We grant you a personal, non-exclusive, non-transferable license (without the 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 we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or reinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use 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 we 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. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we 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 (for purposes of this agreement defined as twelve (12) months), we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our 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.

8. Legality/Limited License Agreement. For services, as applicable, related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us 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 the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges. Although calls to telephone numbers known to belong to attorneys are not recorded, if any call to an attorney is inadvertently recorded, the recording shall be destroyed as soon as it is discovered and any license granted does not apply to recordings of inmate calls to their attorneys or to recordings protected from disclosure by other applicable privileges.

9. Confidentiality and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection. Moreover, you acknowledge that the contents of this contract constitute proprietary trade secrets and represent that you have not disclosed the terms and conditions of this Agreement to anyone outside of your organization save your legal representative. You warrant that you will keep the terms and conditions of this Agreement confidential and, unless required by court order or statute, will not disclose such information without Provider's express written consent (except that you may disclose the contents of this Agreement to your attorney or tax advisor, if any, but only after informing those persons that they must keep confidential the information contained herein). To the extent that compliance with any provision of this Agreement would result in the Customer's non-compliance with the Texas Public Information Act, Customer must notify Provider in writing of

that request within two (2) business days to receipt of a request. It is expressly agreed that Customer's officers and employees may request a decision from the Texas Attorney General regarding the applicability of the Texas Public Information Act to any Confidential Information furnished to Customer. Provider is authorized to provide additional information to the Attorney General that should be considered if a request for a decision from the Attorney General is made under the Texas Public Information Act. Before complying with any such court order or statute, you agree to notify Provider so that it may assert any rights to non-disclosure that it may have under the applicable law. Customer's officers and employees have the right to rely on the Attorney General's decision and that Customer's officers and employees have no liability or obligation to Provider for disclosure of any Confidential Information or any other item or data furnished to Customer or to any person in reliance on the Attorney General's decision.

10. Claims. To the fullest extent allowed by applicable law, each party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement.

Furthermore, 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. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics. The Customer agrees to indemnify the Provider against any and all Claims arising out of or related to instruction Provider receives from the Customer.

11. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the use of the Applications or System without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

12. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity 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 shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

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. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

14. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent

breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

19. Charges to third party Vendors of Customer Prohibited. We agree not to charge a fee of any kind to any third party vendor of Customer for any service or connectivity in any way associated with this agreement.

20. Implied Services. If any services, functions or responsibilities not specifically described in this Agreement are required for the proper performance of the equipment and provision of the Services, they shall be deemed to be implied by and included within the scope of services to the same extent and in the same manner as if specifically described in this Agreement. Except as otherwise expressly provided in this Agreement, Provider is responsible for providing the equipment, personnel and other resources necessary to provide the Services.

21. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. 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 provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer 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 Customer and Provider. **This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration).** This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

22. Attachments. Provider shall perform services as identified in Customer's RFP 13-058, as amended and incorporated by reference as if set forth herein verbatim for all purposes, and the proposal submitted by Provider in response to Customer's RFP 13-058, including any amendments submitted by Provider, all of which are incorporated by reference into this Agreement as if set forth herein verbatim for all purposes. Customer's RFP 13-058 identifies the scope and requirements of the services to be provided and performed by Provider under this Agreement. Any ambiguity or conflict among these documents shall be resolved by applying the following Order of Preference: (1) This Agreement, including all schedules and amendments; (2) Provider's response to RFP 13-058, including all attachments and exhibits; and (3) Customer's RFP 13-058, including all amendments and addenda thereto. This Order of Preference notwithstanding, the mere omission of any matter from a higher-order document shall not, as to that matter, negate or modify the provisions of a

lower-order document.

EXECUTED as of the Effective Date.

CUSTOMER:

Fort Bend County

Name:

Robert E. Hebert, County Judge

Date:

Attest:

County Clerk

Approved by

Sheriff:

Name:

Title:

Date:

PROVIDER:

SECURUS TECHNOLOGIES, INC.

By: _____

Name: Bob Pickens

Title: Chief Operating Officer

Date: _____

CUSTOMER: Fort Bend County
1410 Williams Way Blvd.
Richmond, Texas 77469
Phone: 281-341-4735

PROVIDER'S NOTICE AND PAYMENT ADDRESS:
Securus Technologies, Inc.
14651 Dallas Parkway, Suite 600
Dallas, Texas 75254
Attn: Accounts Receivable or General Counsel, as applicable
Phone: (972) 277-0300

FORT BEND COUNTY (TX)

A002541

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and FORT BEND COUNTY ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SYSTEM

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. We 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.

COMPENSATION:

Collect Calls. We will pay you commission (the "Commission") based on Gross Revenues we earn through the completion of collect calls placed from the Facilities as specified in the chart below. "Gross Revenues" Revenues shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

Each month, Provider shall send Customer reports that detail the revenue and commissions earned the previous month in a format acceptable to both Customer and Provider no later than the thirtieth (30th) business day after the end of the month. In addition, the report shall contain at least the following information and shall be emailed to Customer as follows:

- a. number of calls by type;
- b. gross revenue by call type;
- c. gross revenue from telephone calls by location and originating line;
- d. commission related to the revenue by call type;
- e. commission related to the revenue by location and originating line.

Provider shall retain the books, records, reports, files and other papers, things or property belonging to or in use by Provider pertaining to this Agreement throughout the duration of this Agreement. Provider shall give Customer, or its duly representatives, full reasonable access to and the right to examine all information in its possession, including all books, records, accounts, reports, files and other papers, things or property belonging to or in use by Provider pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by Provider. Customer may conduct financial and compliance audits of the Providers performance of this Agreement at any time that the Customer's Auditor determines that it is necessary. Provider shall permit Customer, or its authorized representatives, to audit Provider's records that relate to this Agreement and obtain copies of any document, materials, or information necessary to facilitate these audits at Customer's expense.

Minimum Annual Guarantee (MAG): So long as the inmate population (expressed as average daily population, or ADP) is 850 inmates, payment will not fall below \$336,000 for the 12-month period following the Effective Date. Each year thereafter, Provider will adjust the MAG upward or downward to reflect 100% of the actual commissions earned in the prior twelve (12) months, **not including revenues earned from prepaid calling cards**. All MAG commission payments shall be final and binding

upon you unless we receive written objection within sixty (60) days after the MAG has been paid to you. NOTWITHSTANDING ANYTHING TO THE CONTRARY, PROVIDER SHALL HAVE THE RIGHT THROUGHOUT THE INITIAL TERM AND ANY RENEWAL TERMS OF THIS AGREEMENT, BUT NOT MORE OFTEN THAN ONCE PER CALENDAR YEAR, TO FULLY AUDIT OR EXAMINE ANY AND ALL INFORMATION PERTAINING TO THE CUSTOMER'S AVERAGE DAILY POPULATION.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commissions Payment Address
FORT BEND COUNTY DETENTION FACILITY 1410 WILLIAMS WAY BLVD RICHMOND, TX 77469	SCP	76%*	Gross	FORT BEND COUNTY TREASURER 301 Jackson Street, Ste 514 RICHMOND, TX 77469

*The designated Commission percentage is contingent upon Customer's implementation of all products and payment methods described herein within ninety (90) days of the Effective Date (unless actions of Provider render such implementation within that timeframe impossible, in which case such implementation will be effected as soon as reasonably practicable). Should the Customer fail to implement all such products and payment methods within ninety (90) days of the Effective Date, the commission percentage is subject to renegotiation. **Commissions are paid in one-month arrears and are not subject to retro-active payments or adjustments for notice delays.** Changes will take effect on the first day of the month following receipt of written notice by the Customer. Notice must be signed by a person who has binding authority for the Customer and a copy delivered to:

SECURUS TECHNOLOGIES, INC.
CHIEF FINANCIAL OFFICER
14651 DALLAS PARKWAY, SIXTH FLOOR
DALLAS, TEXAS 75254

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

Processor	2 gigahertz (GHz) or higher processor
Operating System	Windows XP*, Windows Vista, Windows 7
Browser	Internet Explorer 8 or newer
Memory	At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory
Drive	CD-RW or DVD-RW drive
Display	Super VGA (1,024 x 768) or higher resolution video adapter
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	High speed internet access (dial up is not supported)
Installed Software	Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework 4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quick Time 7 or newer, Windows Media Player, Antivirus, WinZip or other zip utility

*XP Media center edition not supported

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATIONS(S)*.

1. Outage Report: Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

2. Priority Classifications. Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

Priority 1	30% or more of the functionality of the System is adversely affected by the System Event.
Priority 2	5% - 29% of the functionality of the System is adversely affected by the System Event.
Priority 3	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

During normal business hours, Monday through Friday but excluding holidays, we will provide an onsite repair technician to assist you within four (4) hours of a reported issue for problems which must be corrected by an onsite repair technician

All onsite repair technicians will submit to a background check and receive all required training for access to the Fort Bend County Sheriff's Office including (PREA, Security Protocols, tool control, etc). Please see the attached background form.

3. Response Times. After receipt notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. Response Process. In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. Performance of Service. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.
7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.
8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.
9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.
10. End-User Billing Services and Customer Care. Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives are available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website www.securustech.net, by email at CustomerService@Securustech.net, and by facsimile at 972-277-0714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. End-users can always access a live agent within a reasonable period of time for funding of accounts. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

INSTANT PAY™ PROGRAM

DESCRIPTION

The Instant Pay™ promotional program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open or in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

COMPENSATION

Pay Now™ Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay promotional calling program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Provider will compensate the Customer at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation. Pay Now payments by phone will entail a \$14.99 fee to the end user. Prompts that an end user hears when he or she call the system can be adjusted upon Customer's request. The Pay Now™ service can be terminated upon request by Customer without impacting the commission percentage provided the Customer works with Provider to convert calls to AdvanceConnect™ accounts.

Text2Connect™ Text2Connect™ is a promotional program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and

confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Provider will pay the Customer a bonus payment of thirty cents (\$0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to your existing monthly commission statement. Text2Connect™ is not subject to any other compensation. Premium SMS message charged by wireless carrier will entail a \$9.99 fee to the end user. The Text2Connect™ service can be terminated upon request by Customer without impacting the commission percentage provided the Customer works with Provider to convert calls to AdvanceConnect™ accounts.

VOICE MESSAGING

DESCRIPTION:

The Voice Messaging application provides a secure, password protected, 2-way communication vehicle for inmates and Friends and Family members with which they can leave voice messages. The messaging service can be terminated at will for particular inmates. No additional equipment is provided with this application.

COMPENSATION

When we begin charging for this service, a \$0.75 transaction fee plus applicable taxes will be charged to the end-user for each message delivered. The Customer will receive \$0.25 for each transaction fee collected by Provider. All messaging payments will be made in accordance with Texas PUC Subst. Rule 26.27. This service will not be available until Securus has developed a method to bill for it.

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 & Family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by Friends & 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. Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. Customer agrees to use Provider's SCP User Interface or utilize integration with Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project; (ii) any of Customer'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 Customer 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 Customer the commission percentage that Provider earns through the completion of Debit calls placed from Customer'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 Customer 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 Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Debit Commission Percentage
FORT BEND COUNTY DETENTION FACILITY ATTN: COMMISSARY 1410 WILLIAMS WAY BLVD RICHMOND, TX 77469	76%

PREPAID CALLING CARDS

DESCRIPTION:

Upon receipt of your written request, we will provide you 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 you authorize us, we will deal with your third-party commissary operator ("Commissary Operator") for the sole purpose of selling Prepaid Calling Cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for Prepaid Calling Cards sold to Commissary Operator on your behalf.

TAXES:

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Provider will invoice Customer for each order of Prepaid Calling Cards. Customer agrees to pay invoice within thirty (30) days, including all applicable sales taxes and other regulatory charges. Customer may provide a Sales and Use Tax Resale Certificate to Provider stating that Customer will be responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will not charge applicable sales taxes on Customer invoices for Prepaid Calling Cards purchases.

COMPENSATION:

The face value of the Cards less the applicable percentage specified in the chart below plus any applicable sales tax and shipping charges shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then we reserve 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. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the amounts owed exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice. All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless customer provides us a valid reseller's certificate before the time of sale.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Discount Percentage
FORT BEND COUNTY DETENTION FACILITY ATTN: COMMISSARY 1410 WILLIAMS WAY BLVD RICHMOND, TX 77469	76%

CALLING RATES AND FEES

CALLING RATE TABLE-Collect & Prepaid Collect

	Per Call	1st Minute	Add'l Minute
Local	0.00	0.27	0.27
IntraLATA/Intrastate	0.00	0.27	0.27
IntraLATA/Interstate	0.00	0.27	0.27
InterLATA/Intrastate	0.00	0.27	0.27
InterLATA/Interstate	0.00	0.27	0.27

Plus applicable taxes and other governmental fees

CALLING RATE TABLE-Prepaid Cards

	Per Call	1st Minute	Add'l Minute
Local	0.00	0.21	0.21
IntraLATA/Intrastate	0.00	0.21	0.21
IntraLATA/Interstate	0.00	0.21	0.21
InterLATA/Intrastate	0.00	0.21	0.21
InterLATA/Interstate	0.00	0.21	0.21
International (0.00	0.35	0.35

Plus applicable taxes and other governmental fees

Securus offers friends and family members many options to pay for phone calls. They can choose from payment products such as Securus' Traditional Collect, Direct Bill, and AdvanceConnect accounts—or even fund Inmate Debit accounts. For each, Securus provides the following terms and conditions:

Account Terms and Conditions	Prepaid Advance Connect	Direct Bill/ Traditional Collect	Inmate Debit
Account Setup Fee	\$0 No charge	\$0 No charge	\$0 No charge
Securus Refund Fee	\$0 No charge	\$0 No charge	\$0 No charge
*Securus funding transaction fee	\$0 No charge	\$0 No charge	\$0 No charge
Minimum funding amount	\$0 None	\$0 None	\$0 None

*If payments are made by mail or online banking.

Additional Account Details

The table below describes additional charges, fees, and taxes associated with Securus account types.

Fees Vary by Account Types*	How Applied	Amount	Account Type
Federal Regulatory Recovery Fee	Interstate calls only, applied once/month when used	Up to \$3.49	Traditional collect, direct bill, AdvanceConnect
Bill Statement Fee	When choosing local carriers to bill, applied once/month when used	Up to \$3.49	Traditional collect only
Wireless Administration Fee	Only for wireless numbers, applied once/month when used	Up to \$2.99	AdvanceConnect only
Location Validation Fee	May apply to all calls for location verification	Up to 4% of the cost of a call	May apply to all calls (traditional collect, direct bill, AdvanceConnect, prepaid/debit)
State Cost Recovery Fee	May apply to all intrastate calls	Up to 5% of the cost of a call	May apply to all calls (traditional collect, direct bill, AdvanceConnect, prepaid/debit)

A returned check charge of up to \$25 may be applied for dishonored checks.

* Sales taxes, Universal Service fund fees, and Telecommunications Relay Service (TRS) fund fees may also apply.

Convenience Options

For friends and family members requiring an immediate approach to funding their accounts, Securus provides optional services which incur convenience fees or a minimum funding amount.

Optional	Per Instance	Amount
Transaction processing fee	Credit/debit card payment by phone or website	Up to \$7.95

A low minimum funding amount of only \$25 is required when friends and family member fund an AdvanceConnect by phone or website.

CONTINUOUS VOICE VERIFICATION

DESCRIPTION

Continuous Voice Verification (CVV) reviews inmate call recordings so as to verify the inmate voice(s) appearing in the call as the owner of the correct personal identification number (PIN). CVV provides security regarding inmate telephone PIN use by providing correctional officers the ability to quickly identify PIN stealing and sharing. Institutional and public safety is also enhanced by providing investigators the ability to identify and evaluate calls in which there might be found evidence of illegal activities.

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.

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.

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 there from (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.

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.

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 there from (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.

Exhibit A: Customer Statement of Work

FORT BEND COUNTY (TX)

A002541

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and FORT BEND COUNTY ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

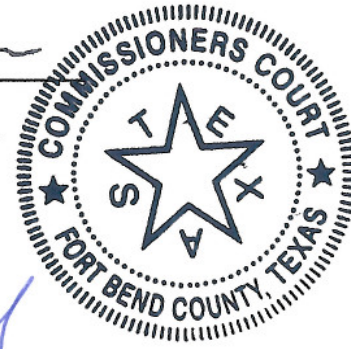
Applications and Equipment. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components and storage for 3 Year / Purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Effective Date.

CUSTOMER: Fort Bend County

Attest
County
Clerk:
Name: Dianne Wilson
Date: 9-10-13

Dianne Wilson



Approved by
Sheriff: FORT BEND COUNTY
Name: TROY E. NEHLS
Date: _____

Troy E. Nehls

Signed by:
Name: Robert E. Hebert
Title: County Judge
Date: 9-10-2013

Robert E. Hebert

PROVIDER: SECURUS TECHNOLOGIES, INC.

By: Bob Pickens
Name: Bob Pickens
Title: Chief Operating Officer
Date: 9-5-13

CUSTOMER: Fort Bend County
1410 Williams Way Blvd.
Richmond, Texas 77469
Phone: 281-341-4735

PROVIDER'S NOTICE AND PAYMENT ADDRESS:
Securus Technologies, Inc.
14651 Dallas Parkway, Suite 600
Dallas, Texas 75254
Attn: Accounts Receivable or General Counsel, as applicable
Phone: (972) 277-0300

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Employed Lawyer Professional Liability CARRIER: Travelers Property Casualty Co of America POLICY TERM: 09/09/2013 - 09/09/2014 POLICY NUMBER: ZPL15P85576	Limits: \$5,000,000 Each Claim/Aggregate Deductible: \$100,000 Each Claim Deductible