

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO
MASTER SERVICES AGREEMENT FOR
SHERIFF'S OFFICE INMATE TECHNOLOGY SYSTEMS
PURSUANT TO RFP 18-021**

This SECOND AMENDMENT of the Master Services Agreement for Sheriff's Office Inmate Technology Systems Pursuant to RFP 18-021 is made and entered into by and between FORT BEND COUNTY, TEXAS, a body politic, acting herein by and through its Commissioners Court and Securus Technologies, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about February 13, 2018, the Parties entered into Master Services Agreement for Sheriff's Office Inmate Technology Systems Pursuant to RFP 18-021, which was amended on or about March 13, 2018, both documents incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Agreement; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as follows:

- I. Amendment: Section One, Scope of Services, is amended with regard to the Provision of Tablets as follows:
 - A. Television for Visitation Lobby: Contractor will install, at no cost to County, a 39-inch television for use in the Visitation Lobby family room to accommodate wheelchair access family members and families who bring more than three persons for a visit. In connection with the Visitation Lobby television, Contractor will install the following components: (1) 39-inch television, (1) Microsoft LifeCam HD-3000 camera, (1) Webcam USB T3H-00011 for video visitation units, (1) VGA splitter, (1) VGA to HDMI converter, (1) set of television mounting brackets, and all required conduits and fittings.
 - B. Tablets: The section entitled Tablets on pages 9-10 of Exhibit C: Application Schedules will be deleted in its entirety and replaced with the following:
 1. Contractor will deploy basic community tablets to Facility at no cost for general inmate use at a ratio of one tablet per 4 inmates housed. In addition, Contractor will offer personal rental tablets with premium content. Contractor agrees to charge inmates an amount not to exceed \$5.00 to rent a personal table with payment due on the first day of use and covering up to 30 days use or until the inmate is released, whichever should occur first. No refunds will be issued for use that is less than a full 30 days.

2. Premium content may include, but is not limited to, songs, games, movies, and television episodes. County understands and acknowledges that premium content will be offered to inmates subject to availability and may change at Contractor's discretion. Premium content also may be subject to third-party licensing agreements with content Contractors. Contractor agrees to charge inmates for premium content amounts not to exceed:
 - a. Songs: \$1.06-\$1.99 price-per-song purchase.
 - b. Games: \$1.99-\$12.99 price-per-game purchase
 - c. Movies: \$1.99-\$14.99 price-per-movie rental
 3. Contractor will pay County 40% the purchase of premium content on the personal rental tablets. The subscription fee and premium content fees can be paid by using either Inmate Debit or a tablet user account. Contractor will retain all of the rental fees for the personal rental tablets, provided that the fees comply with Section 1 B (1).
 4. County represents and warrants that it will not provide the SecureView Tablet Solution to inmates whom County knows or reasonably suspects pose a threat to other inmates or Facility personnel, or who may use an Inmate Tablet in a dangerous or unauthorized manner.
 5. County understands and acknowledges that premium content is rented by an inmate and available only for the duration of an inmate's incarceration at the Facility and will not be made available upon the inmate's release.
 6. County further understands and acknowledges that, in instances where inmate telephone calls originate from Tablets, Investigator Pro™ works only with Contractor's certified earbuds. If County elects to sell alternative earbuds, County forgoes the effectiveness of Investigator Pro's™ voice identification technology on Tablet calls. Moreover, County will refrain from the sale or distribution of earbuds with a microphone other than Contractor's certified earbuds.
 7. CONTRACTOR DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECUREVIEW TABLET SOLUTION. CONTRACTOR DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SECUREVIEW TABLET SOLUTION.
 8. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY COUNTY OR INMATE FROM RECEIPT OR USE OF THE SECUREVIEW TABLET SOLUTION OR THE UNAVAILABILITY THEREOF.
 9. Contractor will have no liability to County for any loss or injury arising from or in any way related to County's or inmates' use of the SecureView Tablet solution.
- C. Earbuds:
1. Contractor shall sell, and County shall buy, certain proprietary inmate earbud headphones (the "Goods") in the quantities and pricing set forth herein pursuant and subject to the terms and conditions below. To place an order, County should send an email with the requested number (as noted below, in 25 unit increments) of Goods to tabletearbudlabel@securustechnologies.com.

2. Payment is due within 30 days of the date of Contractor's invoice, which date will not be before the date of Contractor's delivery of the Goods. The County shall be charged interest of the lesser of (1) one percent per month or (2) the highest rate allowed by law on all overdue amounts until they are paid.
 3. County is purchasing the Goods for \$5.66 per single unit of the Goods ("Purchase Price") and will resell the Goods to inmates at an amount of \$5.66 per single unit ("Resale Price"). Any change to either the Purchase Price or Resale Price must be agreed to in writing. In addition to the Purchase Price, County shall pay all taxes and any third-party expenses related to the transaction contemplated by this Addendum.
 4. County understands and agrees that each order and sale of Goods pursuant to this Addendum must (1) be for at least 25 units; and (2) be made in 25 unit increments ("Bundle"). One Bundle is the minimum required purchase, and each Bundle will cost \$141.50 (\$5.66 x 25 units). Contractor may, at its option, decline to fulfill any order that does not conform to these requirements.
 5. The parties agree that Contractor has advised County that the Goods have been specifically manufactured for Contractor and certified to work with Contractor's proprietary inmate tablets (the "Tablets") that are deployed in correctional facilities in which County intends to sell the Goods, and that no similar competing Goods have been certified to work with Contractor's Tablets. Accordingly, County will refrain from the sale or distribution of earbuds with a microphone other than Contractor's certified earbuds.
 6. Contractor shall deliver the Goods FOB to Contractor's delivery address identified in an order, and title to and risk of loss of the Goods will pass to County upon such delivery by Contractor. Any stated delivery dates are approximate. Contractor will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date.
 7. County agrees that it will be solely responsible for any returns of the Goods after resale to inmates, and that Contractor shall have no responsibility or obligation with respect to the same.
 8. The Goods are being sold "AS IS," and Contractor disclaims all warranties, whether express or implied, including the warranties of merchantability and fitness for particular purpose. The County acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the Goods and that no such statements or representations have been made. The County acknowledges that it has relied solely on the investigations, examinations, and inspections as County has chosen to make and that Contractor has afforded County the opportunity for full and complete investigations, examinations, and inspections.
- D. Digital Mail Center
1. Contractor will install and provision its Securus Digital Mail Center Application at the Facility(s) during the Term of the Agreement.
 2. The Securus Digital Mail Center service and software allows authorized Securus staff or correctional agency staff to scan physical mail and electronically deliver it to inmates through Securus' ConnectUs inmate terminals and/or SecureView tablets (where those products are deployed at the Facility). The storage of certain data

associated with the mail that is generated during mail processing and delivery also creates investigative intelligence that would be difficult to gather through standard physical mail processing.

3. The Securus Digital Mail Center software contains a dashboard that provides the following capabilities and information: (1) ability to view, approve, reject, and manage scanned mail; (2) ability to set alerts when specific inmates receive mail; and (3) audit logs of activity associated with the Securus Digital Mail Center for increased administrative oversight.
4. County Screened and Processed and Contractor Delivered – The County will be solely responsible for the initial processing of physical mail, its conversion into electronic form, and approval for delivery to the intended inmate. Contractor will furnish the software used to scan the physical mail into electronic form. Once the physical mail is scanned and approved for delivery, the software will automatically distribute the electronic version of the mail via its ConnectUs inmate terminals and/or SecureView tablets (where those products are deployed at the County's Facility(s)).
5. The County represents and warrants that it will not process any mail through Contractor's service or software that originates from an attorney's office or is otherwise legally private or privileged. If the County elects to withhold mail from delivery to an inmate, the County is solely responsible for notifying the inmate and the sender as may be legally required.
6. Because County has elected the first Configuration (County screened and processed and Contractor delivered), Contractor will offer Digital Mail Center at no cost.
7. Grant of Licenses. Subject to the terms of the Agreement (a) Contractor hereby grants County a non-exclusive, non-transferable right during the Term of the Agreement to access and use the Securus Digital Mail Center solely for County's internal business purposes as contemplated herein, subject to the service scope and pricing specified herein; and (b) County hereby grants Contractor a non-exclusive, non-transferable right to use the electronic data specifically pertaining to County and/or its users that is submitted into the Securus Digital Mail Center (collectively, "County Data") as necessary for the limited purpose of performing the service.
8. Ownership of Property. Contractor and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "Contractor Property"): (a) the Securus Digital Mail Center and all other software, hardware, technology, documentation, and information provided by Contractor in connection with the service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Contractor during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by Contractor in writing, the non-exclusive use rights set forth in the Agreement are the entirety of County's rights in connection with the Contractor Property. County owns and retains all right, title, and interest in and to the County Data and all intellectual property rights therein. Except as otherwise expressly authorized herein or by County in writing, the non-exclusive use

rights set forth in the Agreement are the entirety of Contractor's rights in connection with the County Data.

9. Storage of Electronic Information. All electronic information associated with the mail, including sender name, time, date, and address will be stored for the duration of the Term of the Agreement. Scanned images will be stored for a period of two years after they are scanned.
10. Modification and Termination. Contractor reserves the right to modify, enhance, or discontinue, in its sole discretion, any of the features that are currently part of the Securus Digital Mail Center. Moreover, if Contractor determines in its sole discretion that the Securus Digital Mail Center and/or County's use thereof (1) violates the terms and conditions set forth herein and/or in the Master Services Agreement; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Contractor may, upon written notice, immediately terminate County's access to the Securus Digital Mail Center and shall have no further liability or responsibility to County with respect thereto.
11. Compliance with Applicable Laws. County will comply with all applicable laws and government guidelines applicable to its access to and use of information obtained in connection with or through the Securus Digital Mail Center. County acknowledges and understands that County is solely responsible for its compliance with such laws and that Contractor does make any representation or warranty as to the legality of the use of the Securus Digital Mail Center application or the information obtained in connection therewith. Contractor will not have any obligation, responsibility, or liability for County's compliance with any and all laws, regulations, policies, rules or other requirements applicable to County by virtue of its use of the Securus Digital Mail Center.
12. Limitation of Liability. Contractor will have no liability to County (or to any person to whom County may have provided data from the Securus Digital Mail Center application) for any loss or injury arising out of or in connection with the Securus Digital Mail Center application or County's use thereof
13. Warranties. County understands and acknowledges that all information used and obtained in connection with the Securus Digital Mail Center application is "AS IS." County further understands and acknowledges that the digital transcription of mail may or may not be thorough and/or accurate, and that County will not rely on Contractor for the accuracy or completeness of information obtained through the Securus Digital Mail Center Application. CONTRACTOR DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECURUS DIGITAL MAIL CENTER APPLICATION. CONTRACTOR DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SECURUS DIGITAL MAIL CENTER APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY COUNTY FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE SECURUS DIGITAL MAIL CENTER APPLICATION OR THE UNAVAILABILITY THEREOF.

14. Contractor will have no liability to County for any loss or injury arising from or in any way related to County's use of the Securus Digital Mail Center application or information obtained in connection therewith.

- II. Term. This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement.
- III. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of the most recently executed document shall prevail.

Remainder left blank

Execution page follows

