

WHEREAS, County desires that Contractor provide services by and through the Fort Bend County Sheriff's Office in accordance with the Securus Amendment; and

NOW, THEREFORE, County and Contractor desire to amend said Agreement as set forth below:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Amendment.
2. **Scope of Services.** Contractor shall provide services to County as described in the Securus Amendment, attached as Exhibit "A-1," and incorporated fully by reference.
3. **Term.** The term of the Agreement shall commence on the Amendment Effective Date and shall expire no later than March 31, 2028, unless terminated sooner pursuant to the Securus Amendment. Contractor will complete the tasks described in the above Scope of Services within this time or within such additional time as may be extended by the County. Notwithstanding anything to the contrary, the terms and conditions of this Amendment will continue to apply to each Schedule for so long as Contractor continues to provide the Applications to County after the expiration or earlier termination of this Agreement.
4. **Modifications.** Except as modified herein, the Agreement, as amended by the Securus Amendment, remains in full force and effect and has not been modified or amended.
5. **Conflict.** In the event there is a conflict between this Amendment and the Securus Amendment, this Amendment controls to the extent of the conflict. In the event there is a conflict between the Securus Amendment and Agreement, the Securus Amendment controls to the extent of conflict.
6. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Contractor for any reason are hereby deleted.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
9. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
10. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

SECURUS TECHNOLOGIES, LLC.



KP George
KP George, County Judge

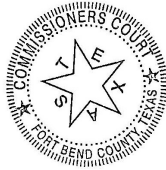
[Signature]
Authorized Agent – Signature

October 9, 2025
Date

Kevin Elder
Authorized Agent- Printed Name

President
Title

9/30/2025
Date



ATTEST:
Laura Richard
Laura Richard, County Clerk

REVIEWED:
Eric Fagan
Eric Fagan, Sheriff

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 0.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

[Signature]
Robert Ed Sturdivant, County Auditor

EXHIBIT A-1

2024 FCC ORDER – FCC WAIVER ORDER AMENDMENT

This **FCC Waiver Order Amendment** (“Amendment”) is effective as of the last date signed by either party (“Amendment Effective Date”) and amends and supplements the current Master Services Agreement or other contract(s) by and between Securus Technologies, LLC (“Provider”) and the party identified below as Customer (“Customer”) (collectively, the “Agreement”). Capitalized words contained but not defined in this Amendment are defined in the Agreement.

WHEREAS In 2024, the Federal Communications Commission published the *Incarcerated People’s Communication Services; Implementation of the Martha Wright-Reed Act: Rates for Interstate Inmate Calling Services*, WC Docket Nos. 23-62 & 12-375, FCC 24-75 (rel. July 22, 2024) (the “2024 FCC Order”) which, among other things, lowered the rates for voice and video calls and prevented providers from paying cash or in-kind commissions out of revenue regulated by the FCC.

WHEREAS Customer and Provider executed a contract, amendment, or other agreement to comply with the 2024 Order.

WHEREAS On June 30, 2025, the FCC published an order (the “Waiver Order”) extending the compliance dates of the following requirements of the 2024 FCC Order to April 1, 2027: new caps on voice and video calls, the prohibition against cash or in-kind commissions, and the requirement that providers offer video calls on a per-minute basis.

WHEREAS The parties now agree to further amend the Agreement in light of the Waiver Order.

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

1. **Term.** This Amendment shall commence on the Amendment Effective Date and shall remain in effect through the term of the Agreement. Notwithstanding the foregoing and except as may otherwise be indicated herein, the changes in this Amendment shall take effect on the first of the month following the Amendment Effective Date, if executed at least 7 days prior to the last day of the current month, and except that any new products or services will be subject to normal installation lead times.
2. **Voice Calls.** Provider will charge \$0.191 per minute voice call rate to the incarcerated end user, plus applicable taxes, tariffs, and fees, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country. Provider will provide 1 call to each incarcerated end user per week at no cost to the incarcerated end user. No cost calls are non-transferable and non-cumulative.
3. **Video Calls.** Provider will charge a video call rate of \$4.99 per each 20-minute session to the incarcerated end user, plus applicable taxes, tariffs, and fees, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country. On or about August, 2025, Provider will convert Securus Video Connect customers to Video Connect, Provider’s new video call application that allows for pay per minute video calls. By executing this Amendment, Customer acknowledges and agrees to this application conversion. Upon conversion to Video Connect, Provider will charge a video call rate of \$0.25 per minute to the incarcerated end user, plus applicable taxes, tariffs, and fees, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country. Video call rates may be adjusted by Provider based on ADP.
4. **Commissions.** Provider will pay Customer the following commissions:
 - a. 61% on voice calls.
 - b. 25% on video calls, if the number of monthly paid sessions meets or exceeds 1.5 paid sessions per incarcerated end user per month (the “Threshold Requirement”). Once Provider converts video calls to Video Connect per the Video Calls section above, the Threshold Requirement is no longer applicable.
 - c. Provider will pay Customer compensation in connection with certain Applications as described in this Agreement. Such compensation will be paid monthly, but Provider will guarantee a minimum total annual compensation of

\$750,000.00 in connection with the Applications provided by this Agreement. If (1) the ADP levels drop by more than 5% and/or (2) federal, state, or local regulatory requirements are amended in a manner which negatively impacts Provider's business, the parties agree to negotiate in good faith to reduce the commissions, the monthly compensation, and the minimum annual guarantee.

d. 25% on eMessaging.

5. Other Applications. Provider will provide the following Applications to Customer:

a. Automated Information Services will be provided at no cost to the Customer.

b. InvestigatorPro will be provided at no cost to the Customer.

6. Additional Applications. As of the Amendment Effective Date, the following Applications will be provided at no cost to the Customer:

a. **THREADS**. 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 has elected to opt in to the community feature. Customer acknowledges and understands that data from its facility(ies) will be made available to the THREADS community for analysis and review.

b. **ICER**. The ICER SYSTEM provides authorized users the means to detect intra- and inter-facility communications between incarcerated end users from multiple sources to generate targeted investigative leads.

c. **WORD ALERT**. Securus Word Alert is a safety, security, and investigative feature of the NextGen Secure Communications Platform which uses speech-to-text technology to transcribe the audio in calls and, if applicable, Video calls to text and allows investigators to search text transcripts for specified words and phrases. Word Alert may also be used in association with Securus Text Connect if deployed. It also enables investigators to request English translations of transcripts that are in some other languages. Customer's use of Word Alert is governed by and conditioned upon the terms set forth herein.

d. **LAW LIBRARY**. Customer's use of the Lexis Nexis (LN) Law Library Application, LN Prison Solutions, is also governed and conditioned upon execution of the LN End User Prison Terms, which will be provided to Customer. The obligations set forth therein are in addition to and not in lieu of the terms and conditions in this Agreement. In the event of a conflict in this Agreement and the terms of the LN End User Prison Terms, the LN End User Prison Terms will prevail.

7. Ancillary Service Charges. Current FCC regulations do not allow Provider to charge ancillary service charges on transactions involving voice and video calls. If the FCC allows Provider to charge ancillary service charges on transactions involving voice and video calls in the future, Customer agrees that Provider may charge such fees, up to the maximum amount allowed by the FCC, without the need for further contract amendment or customer approval.

8. Recording Storage Period. Notwithstanding any previous terms in the Agreement, Provider will provide storage for voice and video recordings as follows:

a. Voice Recordings. Provider will store voice recordings for a period of 36 months from the date the call takes place (the "Voice Storage Period"). After the Voice Storage Period has passed for a particular call, that call will no longer be available to Customer.

b. Video Recordings. Provider will store video recordings for a period of 90 days from the date the video takes place (the "Video Storage Period"). After the Video Storage Period has passed for a particular video, that video will no longer be available to Customer.

- c. Customer Responsibility to Preserve Recordings. Customer is solely responsible for preserving any voice or video recordings beyond the applicable Storage Period by downloading them to a separate storage medium, and Provider shall not have any responsibility or have any liability whatsoever for Customer's failure to download and store the voice or video recordings so that they are available beyond the applicable Storage Period.
- d. Historic Recordings. The parties understand and agree that the currently applicable storage period for voice and/or video calls may be longer than the applicable Storage Period provided in this Amendment. Customer agrees that, no sooner than 90 days after the Effective Date of this Amendment (the "Storage Transition Period"), all historic voice and video recordings outside the Storage Period provided herein will become unavailable to Customer. **It is the sole and exclusive responsibility of Customer to download and store voice or video recordings in a separate medium during the Storage Transition Period as Customer will permanently lose access to voice and video recordings that are older than the applicable Storage Period provided in this Amendment. Provider will have no liability whatsoever for the loss of any voice or video recordings after the Storage Transition Period that are older than the applicable Storage Period defined in this Amendment.**
- 9. Tablet Warranty and Inventory Addendum. As of the Amendment Effective Date, the Tablet Inventory Addendum in the Application Schedule to the Agreement (page 26-27) is hereby replaced with the Tablet Warranty and Inventory Addendum attached to this Amendment as Exhibit A, and it is incorporated into the Agreement by this reference.
- 10. JPay Payment Services. As of the Amendment Effective Date, the JPay Services Schedule attached to this Amendment as Exhibit B, and it is incorporated into the Agreement by this reference.
- 11. Change in FCC Regulation. The parties acknowledge that the 2024 FCC Order and the Waiver Order requirements impact, among other things, maximum calling rates, the charging of ancillary and other fees, commissions that can be paid to agencies, the types of allowable reimbursement payments that can be made to agencies, and the types of in-kind services providers may not offer to agencies. This Agreement includes terms to comply with the current Waiver Order. There is the potential for its requirements to change during the Term of this Agreement. If any such changes occur during the Term of Agreement, the parties agree to work together in good faith to agree to appropriate changes to address such changes.
- 12. Other Provisions.
 - a. This Amendment shall govern over the terms and conditions of the Agreement, or any other binding document pertaining to or in connection with the subject matter of this Amendment.
 - b. Except as expressly amended by this Amendment, all the terms, conditions and provisions of the Agreement shall remain in full force and effect.
 - c. The persons signing this Amendment represent that they have the unrestricted right and requisite authority to enter into and execute this Amendment, to bind Customer named below and Provider, and to authorize the contract modifications contained herein.

EXECUTED as of the Amendment Effective Date.


<p><u>CUSTOMER</u>: Fort Bend County, TX</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><u>PROVIDER</u>: Securus Technologies, LLC</p> <p>By:  _____</p> <p>Name: Kevin Elder</p> <p>Title: President</p> <p>Date: 9/30/2025</p>
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EXHIBIT A - TABLET WARRANTY AND INVENTORY ADDENDUM

1. **Warranty and Disclaimer.** Provider agrees to repair and maintain the tablets in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. EXCEPT AS SPECIFICALLY SET FORTH IN THIS ADDENDUM, THE TABLETS ARE PROVIDED "AS IS" AND 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.
2. **Breakage.** Provider is not responsible for the cost of any repair, maintenance, replacement or other costs incurred by Provider in performing any repair, maintenance, replacement or other costs associated with damage to tablets due to modification or attempted modification (of hardware or software), destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar breakage, or for the cost of lost tablets (collectively, "Breakage"). Customer agrees that End Users (defined as the person the tablet has been assigned to) shall be responsible for the cost of such Breakage; including but not limited to replacement cost which is currently up to \$129.99, plus any applicable handling and restocking fees. Such charges will be billed to the End User, and the Customer will deduct such amounts from the applicable End User's trust account and remit to Provider, or Provider may, as allowed by applicable law or regulation, deduct such amounts from the applicable End User's Securus Debit account. Should an End User not have sufficient funds to pay for Breakage, the End User will not be issued a new or replacement tablet until the amount that has been billed to the End User has been paid to Provider, and, as allowed by applicable law or regulation, a lien will be placed on the applicable End User trust account by Customer and/or Securus, as allowed by applicable law or regulation, may deduct funds from the End User's Securus Debit account until Provider has been fully paid. Any exceptions to this must be documented (including the reason) and will apply toward Customer's Replenishment Allowance provided below in Section 6. Customer agrees to promptly notify Provider in writing after discovering any damage or loss due to Breakage, including which End User account such Breakage applies to and will turn in such tablets to Provider's on-site staff, or pursuant to a mutually agreed return procedure, as appropriate.
3. **Return of Tablets Upon Contract Termination/Expiration.** Upon the termination or expiration of the contract between Customer and Provider, Customer will ensure that all Provider tablets at Customer's facility(ies) are returned to Provider. Provider will give Customer instructions for the return of tablets. Customer may be billed for the replacement cost of unreturned tablets.
4. **Return of Tablet Upon Release.** Customer is responsible for the collection and return of the End User's tablet to Provider's on-site staff, or other mutually agreed return procedure, up to 7 days prior to the release of an End User or such End User's transfer to a different facility. Tablets may be returned to Provider's on-site staff at the designated location. If a tablet is not returned prior to release, Customer will place a lien on the End User's trust account or Provider may, as allowed by applicable law or regulation, deduct funds for the replacement cost from the End User's Securus Debit account. Any tablets that are not returned or paid for by the End User within 7 days after the release of an End User or their transfer to a different facility will count toward Customer's Replenishment Allowance provided below in Section 6. If such Replenishment Allowance has been exhausted, then Provider must be compensated for the cost of such tablet(s) before supplying additional tablets. Customer is responsible for updating its data integration files and data feeds to provide Provider with accurate information regarding the current population for provisioning. Provider may request reports from Customer regarding the release and transfer status of its population for reconciliation at any time.
5. **Return of Unused Tablets.** Customer is responsible for the collection and return of any tablets that are not actively used. Such non-utilization will be determined by Provider monthly (or more frequently as outlined in the site-specific procedures) based on usage reports ran by Provider. Provider will provide a list to Customer of any tablets not actively used. Customer will either ensure any such device that is not actively used is made active (synced or put into use on Provider's network) or collect such device and return it to Provider. If any unutilized tablets are not made active or returned to Provider, such tablet(s) will count toward Customer's Replenishment Allowance provided in Section 6 below.
6. **Replenishment Allowance:** Customer will be provided with a 10% tablet replenishment allowance based on ADP reported as required under the 2024 FCC Order (the "Replenishment Allowance"). Customer may receive free of charge tablets issued less a.) the number of tablets in active use; and b.) the number of tablets that have been returned in Working Order (as determined by Provider) or paid for up to the Replenishment Allowance. For purposes of this clause, Working Order means a tablet that has not suffered damage due to modification or attempted modification (of hardware or software), destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar behavior. This Replenishment Allowance can be used toward tablets that are replaced due to Breakage or any other reason. Once the Replenishment Allowance has been used for any applicable year, Provider must be paid for any additional tablets that are issued at replacement cost. This Replenishment Allowance is applied by Customer. The Replenishment Allowance

rate will be adjusted annually on June 1 based on ADP reported by Customer. Customer may request an adjustment to its Replenishment Allowance based on unexpected ADP changes. Customer may be required to provide supporting information regarding such request.

7. Tablet User Fee. A one-time customizable tablet enrollment fee to be mutually agreed to between the parties. Additionally, a monthly tablet premium content fee of \$5.00 will be assessed against each End User. Such amounts will be billed to End Users and the Provider may, as allowed by applicable law or regulation, deduct funds from the End User's Securus Debit account, or Customer will deduct such amounts from End User accounts and remit to Provider. Should an End User fail to pay the tablet user fee, premium applications for the applicable tablet(s) may be disabled by Provider until all past due tablet user fees for such End User account have been paid. Not all tablet applications may be available without a premium subscription, and Provider has the right to determine which applications are considered premium tablet applications. Non-payment may also result in tablet collection, depending upon the agency-specific agreement.



EXHIBIT B - JPAY PAYMENT SERVICES SCHEDULE FORT BEND COUNTY, TX


This **Schedule: JPay Payment Services** is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, LLC ("we" or "Provider") and Fort Bend County, TX ("Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement.

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

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

- Term.** This Schedule shall commence on the Effective Date and shall remain in effect through the duration of the Agreement. Notwithstanding anything herein to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as Provider continues to provide services to Customer after the expiration or earlier termination of this Schedule.
- Services.** Provider will implement and provide certain services to Customer to make available to end users and organizations posting funds or satisfying obligations to Customer (each singularly, a "Payer" or collectively, "Payers") for the duration of the Agreement, as more fully set forth in the attached JPay Payment Services Rider incorporated within and made a part of this Schedule by this reference.
- General.** Except as expressly modified by this Schedule, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect. This Schedule may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax or electronically imaged counterparts to this Schedule shall be deemed as valid as originals

EXECUTED on the dates written below.

<p><u>CUSTOMER:</u> Fort Bend County, TX</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><u>PROVIDER:</u> Securus Technologies, LLC</p> <p>By: </p> <p>Name: <u>Kevin Elder</u></p> <p>Title: <u>President</u></p> <p>Date: <u>9/30/2025</u></p>
<p><u>FOR COMPLIANCE PURPOSES:</u> JPay LLC</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	

**JPAY PAYMENT SERVICES RIDER
FORT BEND COUNTY, TX**

1. Payment Services. Provider hereby delegates any and all of the services to be provided or obligations to be performed ("Payment Services") under this JPay Payment Services Rider ("JPAY Rider") to its affiliate, JPay LLC ("JPAY") and Customer accepts JPay as an approved subcontractor. Customer understands and agrees that while Provider shall be responsible for the performance of JPay, JPay will provide the Payment Services. JPay shall as applicable (i) provide Customer with training, implementation, documentation, and electronic and telephonic support at JPay's expense; (ii) cause funds paid to be forwarded electronically to such account as Customer designates within two banking days after transaction authorization; and (iii) provide such other Payment Services as described herein. In the event of a conflict between the terms of this JPay Rider and the terms of the Agreement, the terms of this JPay Rider shall control.

2. Service Fees. Service Fees for Payment Services shall be as stated in Attachment "A" to this Amendment. Service Fees include all costs of providing the Payment Services. **ALL SERVICE FEES ARE NONREFUNDABLE.**

3. Reimbursement. In case of any duplicate, inaccurate, or erroneous payment by JPay to Customer, and upon notification by JPay to Customer of such duplicate, inaccurate, or erroneous payment, verification of which is provided to Customer, Customer agrees to promptly reimburse JPay for the payment.

4. Specifications. Payment Services are subject to the additional specifications stated in Attachment "B" to this Amendment. If requested, JPay shall integrate with Customer's Case Management System software provider at no charge to Customer.

5. Banking. Customer authorizes JPay to credit/debit Customer's bank account via ACH for all credit/debit card and cash payments. JPay shall assume full liability for delivery of all funds indicated in the daily payment report provided to Customer.

6. Enrollment. Customer shall complete the JPay Sign-Up Form, included as Attachment "C" hereto, and provide such other information or consents as JPay may require in order to establish the Payment Services.

7. Service Promotion. All services JPay provides under this Amendment shall be provided under the JPay brand. Customer agrees to work with JPay to promote the Payment Services through posters, flyers, and Customer's website.

8. Fraud or Forgery. If any Payer is shown to have committed fraud or forgery in utilizing the Payment Services for currency, any obligation Payer attempted to pay or deposit Payer attempted to make by such fraud or forgery shall be deemed unpaid and due or owing to Customer solely and exclusively by Payer or such deposit shall be deemed invalid, as the case may be.

9. Disputes and Chargebacks. JPay shall be responsible for handling all transaction disputes raised by Payers associated with the use of the Payment Services. JPay shall further be responsible for all chargebacks initiated not more than 180 days after the completion of a transaction. If JPay determines that a chargeback may be inappropriate, JPay expects Customer to provide reasonable assistance in any challenge JPay makes to the chargeback. JPay reserves the right to adjust service and security levels as JPay reasonably deems necessary to maintain payment security and integrity.

10. Collection. JPay is responsible for collecting deposits for Customer from the Kiosk(s) on a regular basis.

11. Disclaimers and Limitations of Liability. ALL DISCLAIMERS AND LIMITATIONS OF LIABILITY STATED IN THE AGREEMENT RELATING TO THE PERFORMANCE OF THE SERVICES UNDER THE AGREEMENT SHALL APPLY WITH EQUAL EFFECT TO JPAY AND THE PAYMENT SERVICES GENERALLY. NEITHER PROVIDER NOR JPAY GUARANTEES THAT SERVICES SHALL BE PROVIDED ERROR-FREE OR UNINTERRUPTED. NEITHER PROVIDER NOR JPAY ACCEPTS RESPONSIBILITY FOR THE SECURITY OF DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY PROVIDER OR JPAY. PROVIDER AND JPAY LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS JPAY RIDER, PROVIDER AND JPAY DISCLAIM ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PAYMENT SERVICES. NO PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS JPAY RIDER.

12. Miscellaneous. There are no third-party beneficiaries to this JPay Rider. Any party is excused from performance under this JPay Rider and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. A waiver of any portion of this JPay Rider must be in writing and signed by the party to be charged and shall not be deemed a waiver or renunciation of any other portions. Rights and obligations under this JPay Rider which by their nature should survive will remain in effect after termination or expiration of the Agreement or termination of the Payment Services. In the event that any provision of this JPay Rider is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this JPay Rider shall remain in full force and effect.

13. Completeness. This JPay Rider is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This JPay Rider may not be altered, amended or modified except in a writing incorporated hereto and signed by the parties, provided, however, that JPay may revise the terms of this JPay Rider if required to comply with law, regulation, or industry rules and JPay provides prompt notice to Customer of such change(s).

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ATTACHMENT "A" - SERVICE FEES

ALL SERVICE FEES ARE NON-REFUNDABLE

Service Fees for Trust Funding Deposit		
Deposit Amount	Fees (Web/Mobile App/Recurring Payments)	Fees (Call Center)
\$0.01 to \$20.00	\$3.95	\$4.95
\$20.01 to \$100.00	\$6.95	\$7.95
\$100.01 to \$200.00	\$8.95	\$9.95
\$200.01 to \$300.00	\$10.95	\$11.95

Service Fee for Trust Funding Deposits via MoneyGram (\$0.01 - \$3,000)
\$6.95

Service Fees for Debit Release Cards¹	
Transaction Type	Fee
Adding Funds the Card	No fees charged by JPay; third party fees may apply
Removing Funds From the Card	No fees charged by JPay; third party fees may apply
Other Fees	
• Weekly Fee	\$2.00, charged 7 days after activation and every 7 days thereafter
• Replace Card	\$5.00 per card replacement

¹ The parties understand that the loading of any release cards with over \$2,500 in funds will require the verification of the cardholder's identity.

ATTACHMENT "B" - SERVICE SPECIFICATIONS

- **Payments and Deposits.** JPay kiosks enable the payment of obligations to Customer via cash or the deposit of funds to incarcerated end user trust accounts with a credit card, debit card, prepaid debit card, or cash. Card transfers can be made online at www.JPay.com, on JPay's mobile app, by phone at (800) 574-JPAY, or at any walk-in MoneyGram location.
- **Lobby Kiosk Services.** JPay shall provide 1 lobby kiosks at the facility for trust transactions performed by visiting friends and family. Each kiosk shall have the capability of providing trust transfers via credit/debit card or cash. JPay will be responsible for kiosk maintenance at no cost to the Customer. Customer will be responsible for providing electrical power to the kiosk location as well as internet access via Cat 5/6 cabling. JPay reserves the right to remove kiosks if monthly transaction revenue in any rolling 3-month period does not average at least \$300 per month per kiosk.
- **Booking Kiosk Services.** JPay shall provide 2 booking kiosks at the facility for the intake location. This kiosk shall have the capability of processing cash and coins from a booked end user into their designated trust account. The kiosk will also provide the ability for the end user to send an email to friends and family notifying them of their entry into the Facility. The booking kiosk deployment will be organized with the Customer once the lobby and electronic payments are operational. JPay will be responsible for kiosk maintenance at no cost to the Customer. Customer will be responsible for providing electrical power to the kiosk location as well as internet access via Cat 5/6 cabling.
- **Debit Release Cards.** JPay will provide a debit release card program at Customer's facility where Customer can give a prepaid debit card to incarcerated end users upon release that contains their remaining trust account balance. This program will be provided in compliance with applicable law utilizing specific procedures as agreed between the parties.

ATTACHMENT "C" - CUSTOMER SIGN-UP FORM

Customer must complete this form and return it per instructions JPay provides. Customer must promptly inform JPay, through such method as JPay specifies, of changes to the information provided below, including but not limited to changes to Customer's contact information and bank account information.

Customer Information

Customer Name: _____

Physical Address: _____

Contact Name: _____

Phone: _____ Fax: _____

Email: _____

Customer Bank Information

Bank Name: _____

Bank Account Name: _____

Bank Account Number: _____

Bank Routing Number: _____

Bank Address: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2025-1369920

Date Filed:
09/29/2025

Date Acknowledged:
10/09/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Securus Technologies LLC
Plano, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Ft Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 24-044
Inmate Technology Systems

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Abel, David	Plano, TX United States	X	
	Elder, Kevin	Pla, TX United States	X	
	Phillips, Craig	Plano, TX United States	X	
	Martin, Joshua	Plano, TX United States	X	
	Sigler, Mary Ann	Beverly Hills, CA United States	X	
	Kalawski, Eva	Beverly Hills, CA United States	X	
	Velasco, Barbara	Beverly Hills, CA United States	X	
	Walloch, Dawn	Beverly Hills, CA United States	X	
	Aventiv Technologies, LLC	Plano, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)