



Facility – The physical location where the SERVICES are installed and provided. This includes the current location(s) as well as any future location(s) that are constructed and/or moved in to during the term of this Agreement.

SCOPE OF WORK

PARTICIPANT hereby authorizes CONTRACTOR to provide all equipment necessary to provide said SERVICES at the FACILITY and attest that there are no other service agreements in place that directly conflict with the SERVICES being offered.

All equipment provided and utilized by CONTRACTOR for the provision of Contractor Provided Services offered to PARTICIPANT shall remain the property of CONTRACTOR. At the termination of this Agreement all equipment provided and utilized by CONTRACTOR for the provision of Contractor Provided Services shall be removed by CONTRACTOR at its expense from the FACILITY.

All equipment provided and utilized by CONTRACTOR as Contractor Provided Equipment offered to PARTICIPANT shall remain the property of CONTRACTOR until the expiration of the full term of this Agreement. At the expiration of the full term of this Agreement, the Contractor Provided Equipment shall become the property of the PARTICIPANT. In the event this Agreement is terminated prior to the expiration of its full term, CONTRACTOR shall remove the Contractor Provided Equipment from the FACILITY, or if PARTICIPANT desires to retain the Contractor Provided Equipment, PARTICIPANT shall pay to CONTRACTOR the value of the Contractor Provided Equipment as indicated on Attachment "A" depreciated on a straight-line method for each month the Agreement was in full force and effect.

PARTICIPANT agrees to provide adequate space at the FACILITY to facilitate the installation of any and all equipment needed for providing the offered SERVICES. PARTICIPANT also agrees to provide Internet Service to support CONTRACTOR's service platform during the term of this Agreement.

During the term of this Agreement, CONTRACTOR shall be the exclusive provider of the SERVICES offered and contracted for the FACILITY.

CONTRACTOR agrees to provide the SERVICES at no cost to PARTICIPANT and provide ongoing service to the equipment necessary for providing the SERVICES and keep said equipment in repair at its own expense during the term of this Agreement. Contractor shall provide periodic maintenance service at its own cost.

COMMISSIONS

PARTICIPANT shall receive commissions for the SERVICES offered as outlined in the following table.

Service Description	Commission	Paid on
Icenet Inmate Telephone Service	Twenty Percent (20%)	Gross Billed Revenue

Should PARTICIPANT elect to directly purchase and sell prepaid calling cards, PARTICIPANT will order said calling cards from CONTRACTOR and be invoiced by CONTRACTOR for the face amount of the cards ordered less the commission percentage associated with the cards for Icenet Inmate Telephone Service. PARTICIPANT will then submit payment for the calling cards to CONTRACTOR on net twenty (20) day terms. Should PARTICIPANT fail to make payment on the calling cards that PARTICIPANT ordered within the terms specified, CONTRACTOR has the right to deduct any unpaid calling card invoice amounts from future commissions. CONTRACTOR agrees that no sales tax will be charged on calling card orders provided that PARTICIPANT supplies its tax exemption certificate to CONTRACTOR.

Should PARTICIPANT elect to sell and distribute calling cards through their associated commissary provider, CONTRACTOR will sell said calling cards to the commissary provider for the full face amount of the cards ordered less



the commission percentage associated with the cards. PARTICIPANT agrees that commissions earned on the calling cards sold through the commissary provided will be paid by the commissary provider to the PARTICIPANT.

The first commission payment due to PARTICIPANT shall be remitted sixty (60) days following the end of the month in which the installation occurred, and subsequent commission payments due to PARTICIPANT shall be remitted monthly.

CONTRACTOR shall provide PARTICIPANT with access to its reporting website whereby PARTICIPANT can produce the following reports:

Call Detail reports

Commission reports

PARTICIPANT shall review the monthly report and report any discrepancies to CONTRACTOR for immediate rectification.

Guaranteed Annual Review

CONTRACTOR shall annually conduct a complete review of the performance of service and operations under this Agreement. The purpose of this annual review is to improve efficiency and productivity under this Agreement, and to assure the expectations of CONTRACTOR and PARTICIPANT and the current service solutions of PARTICIPANT are met. With the approval of PARTICIPANT and CONTRACTOR, the terms of this Agreement may be annually amended by written addendum pursuant to the guaranteed annual review.

Contract Term and Termination

Term - The contract term shall be FIVE (5) years commencing February _____, 2017, and terminating SIXTY (60) months from the commencing date. CONTRACTOR agrees to extend to PARTICIPANT the option of extending the term of this contract for one (1) additional FIVE (5) year period. This renewal or extension shall be upon the same terms and conditions as the original contract, unless otherwise changed and agreed upon by both parties, and shall be automatically renewed at the end of the original term. If PARTICIPANT intends not to exercise its option, it shall specifically notify CONTRACTOR in writing at least ninety (90) days prior to expiration of this contract.

Termination - The contract may be terminated by either party, for cause. In such case, the party requesting termination has to define in writing the reason for said termination and has to allow the other party the opportunity to cure the said reason within 30 days. If the said reason is not cured within the 30-day timeframe, the party requesting termination may terminate the contract.

No Third Party Beneficiaries

The parties do not enter into this contract for the benefit of any person other than the parties to this contract, nor do they intend that any person be or become a third party beneficiary to this contract.

Assignment and Subcontracting

This contract and the covenants and agreements contained herein shall be binding upon and inure to the benefit of successors and assigns of the parties hereto and may not be assigned by either party hereto without the prior written consent of the other party. Any attempt to assign this contract in violation of this Paragraph is void and of no effect.

Liability Limitation

Notwithstanding anything to the contrary in this Agreement, neither CONTRACTOR nor PARTICIPANT shall be liable to the other for any indirect, incidental, special or consequential damages, loss of profit or income, or loss of data, regardless of cause, Contractor's total liability to Participant is to provide the equipment, service and commissions to PARTICIPANT as is required in this Agreement.



Force Majeure

CONTRACTOR shall be excused from performance under this Agreement to the extent such performance is prevented by any act of government or regulatory action, war, civil disobedience, terrorism, labor strike, or failure of a third party to perform. In addition, CONTRACTOR shall be excused from performance due to the failure, fluctuation or outage of electrical power, heat, air-conditioning or equipment failure or similar event beyond its reasonable control; provided that CONTRACTOR shall use reasonable efforts to return to full performance as expeditiously as possible. CONTRACTOR reserves, but shall not unreasonably exercise, the right to renegotiate the terms of this Agreement upon 60 days advance written notice to PARTICIPANT when any government body, or its regulatory agents, change service rates, adopt restrictive regulations, or mandate operations by law, or where inmate population or capacity of Participant facility materially changes. PARTICIPANT acknowledges that the services provided by CONTRACTOR are subject to federal, state, and local regulatory requirements, and CONTRACTOR must perform in compliance therewith.

Notices

All notice or other communications required or permitted to be given under this contract shall be in writing and shall be deemed to have been duly given if delivered personally by hand, via overnight courier, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

PARTICIPANT:

Clay County Sheriff's Office
300 Broadway St.
Louisville, IL 62858
Attn: Sheriff Andy Myers

CONTRACTOR:

Encartele, Inc.
8210 South 109th Street
La Vista, NE 68128
Attn: Scott Moreland

Sole and Exclusive Agreement; Modification

This contract represents the sole and exclusive agreement between the parties hereto, and this contract shall not be changed, modified or amended except by a written agreement executed by the parties.

Non-assumption of Liability

Neither party assumes or accepts any liability for the acts or failures to act of the other party, its agents or employees. Further, notwithstanding anything herein to the contrary, neither party shall be liable to the other for incidental, indirect, special, consequential or similar damages or for lost profits even if advised in advance of the possibility of such. If CONTRACTOR is unable to perform hereunder as a result of events beyond its reasonable control, then CONTRACTOR shall be relieved of its obligations so affected only for as long as such circumstances prevail.

Indemnification by CONTRACTOR

CONTRACTOR will indemnify and shall keep, save and hold harmless PARTICIPANT from and against loss and any all claims, demands, causes of action, damages, costs or liability arising from or out of any breach of this contract by CONTRACTOR.

Resolution of Problems and Disputes

If either party believes the other party has violated the terms of this contract, the party having such belief shall notify the other party, in writing, of the alleged violation. The parties shall then meet and confer on the issue within five (5) day(s) of receipt of the written notice.

Non-waiver of Breaches

The waiver of any breach of this contract by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

Confidentiality

The parties agree to keep the terms of this contract confidential except to the extent disclosure is required by applicable law or as otherwise mutually agreed to in writing.

Fob Info

Governing Law and Venue

This contract shall be governed by the laws of the State of Nebraska (without regard to the choice of law provisions thereof) and the parties agree that venue for any legal proceedings or otherwise shall exclusively be in the state and federal courts located in Douglas County, Nebraska

Unenforceability of Portion of Contract and Separation of other provisions of Contract

If any provisions contained in this contract are held to be unenforceable by a court of law or equity, this contract shall be construed as if such provision did not exist, and the enforceability of such provisions shall not be held to render any other provision or provisions of this contract unenforceable.

Effect of Headings

Section and paragraph headings used herein are provided solely for purposes of convenience, and are not intended to limit or define the meaning of the text to which they apply, or to be used in construing or interpreting this contract.

Counterparts

This contract may be executed in one or more counterparts, each of which is to be deemed an original, and all of which constitute, collectively, one agreement.

IN WITNESS WHEREOF, this contract has been executed by each of the parties by their duly authorized legal representatives.

Clay Co. Sheriff's Office, IL		Encartele, Inc.	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

ATTACHMENT "A"

**Service Deliverables and Values Contractor will Provide
to Participant at No Additional Cost**

Service/Product Description	Unit Value	Qty	Total Value
Icenet Inmate Telephone Unit	\$350.00	6	\$2,100.00
Icenet Registration and Setup	\$1,500.00	1	\$1,500.00
Visitation Phone Sets	\$600.00	1	\$600.00
Bonus Calling Cards	\$1,000.00	1	\$1,000.00
			\$5,200.00
Software Installation and Setup (hourly)	\$200.00		
Training (hourly)	\$200.00		
Hardware Installation and Setup (hourly)	\$200.00		

Commission: Twenty Percent (20%) commission will be paid.

Internet Service to support ICENET Platform to be provided by Participant

FCC mandated fees and rates shall apply at the time such mandates become effective.



Clay County Jail, IL

**SECOND AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by either party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Clay County Jail ("you" or "Customer") dated February 7, 2013, as subsequently amended (collectively, the "Agreement").

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;
NOW, THEREFORE, as of the Second Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- Term.** This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be extended by an additional 48 months, with a modified end date of June 6, 2023. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
- Private Number Designation.** We will continue to provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.
- Addition to Miscellaneous Terms.** If any legal action or other proceeding is brought for the enforcement of the Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneys' fees, court costs, and all expenses, even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. As used herein, "prevailing party" includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.
- Except as expressly amended by this Second Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Second Amendment Effective Date.

CUSTOMER:	PROVIDER:
Clay County Jail	Securus Technologies, Inc.
By: _____	By: _____
Name: <u>Sheriff Andy Myers</u>	Name: Robert E. Pickens
Title: <u>Sheriff</u>	Title: President and Chief Executive Officer
Date: <u>4-29-19</u>	Date: _____

Please return signed contract to:

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

MagicMail WebMail Interface

INBOX

Compose

Addresses

Folders

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Calendar Help Search

Current Folder: INBOX

Sign Out

Logged in as: claycosoj3@wabash.net



All Msgs



Delete

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Forward



Fwd as Att.



Reply



Reply All

Subject: Securus - Kelly Elza and Dillon Craft
From: "Kelly Elza" <KElza@securustechnologies.com>
Date: Thu, April 30, 2020 5:52 pm
To: "Kelly Elza" <KElza@securustechnologies.com>
Cc: "Dillon Craft" <dcraft@securustechnologies.com>
Priority: High

Options: [View Full Header](#) [View Printable Version](#) [Download this as a file](#) [Add to Addressbook](#) [View](#)

Greetings from Securus,

Things are changing (again) here at Securus. I am now your Client Manager at Securus - some of you are new to me, others, welcome back!

I am reaching out to you today to let you know I am an additional level of Support for your facility, with our Securus Products and Services. I am here for any operational questions, such as 'how to' training on our various products or assisting with researching inmate complaints, for example. I will reach out to you periodically to see if you need assistance, and feel free to reach out to me anytime as well.

Additionally, you are getting a new Account Manager as well (DeWayna retired to HAWAII and Chris Sheil watched over your accounts in the interim). I would like to introduce to you Dillon Craft. He can address any questions on contracts, rates, commissions, etc. He will be reaching out to introduce himself in the coming weeks. His contact information is:

Dillon R. Craft
BUSINESS: (214) 662-0025
dcraft@SecurusTechnologies.com <mailto:dcraft@SecurusTechnologies.com>

Please feel free to reach out to me with any questions or concerns you may have about Securus.

If you a no longer the contact for your facility, please provide the name, email address and phone number for whom I may reach out to. Thank You!

Have a great day!

KELLY ELZA
Client Manager, Client Management
Securus Technologies, LLC
4000 International Parkway
Carrollton, Texas 75007

DIRECT: (972) 277-0590

MagicMail WebMail Interface

CELL: (214) 529-1280
MAIN: (972) 277-0300
[SecurusConnects wwwLogo 2x1_1019]

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APR 17 2017

Clay County Sheriff's Office

4000 International Parkway
Carrollton, TX 75007

April 10, 2017

Sheriff Andy Myers
Clay County Jail
P.O. Box 267
300 Broadway Street
Louisville, IL 62858

Dear Sheriff Myers:

Enclosed, please find an executed copy of the First Amendment to the Master Services Agreement between Clay County Jail and SECURUS Technologies.

We would like to thank you at this time for continuing to choose SECURUS as your inmate phone provider.

Should you need further assistance, please contact your SECURUS Representative.

We've moved! Please note our new address.

Joshua Conklin
VP of Sales
SECURUS Technologies
(972) 277-0312

K

**FIRST AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Clay County Jail ("you" or "Customer") dated February 7, 2013 (the "Agreement").

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

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

1. Term. This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, Section 4 of the Agreement is hereby amended to reflect that the Initial Term shall be extended by 24 months with a modified end date of June 6, 2019. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
2. Prepaid Calling Card Discount Percentage Change. The Prepaid Calling Card Discount Percentage identified in the Agreement is changed to 50%, less the applicable percentage attributable to interstate calling revenue from calls at the Facility.
3. Additional Equipment. We will provide two additional VPM telephones, with two handsets on the visitor side, at no cost to Customer.
4. FCC Rate Order. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] - Rates for Interstate Calling Services - effective as of February 11, 2014, the Agreement shall be modified to reflect that no commission shall be paid on revenues earned through the completion of interstate calls of any type, and the discount percentage for prepaid calling cards shall be reduced by the applicable percentage attributable to interstate calling revenue from Customer's Facility.
5. Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address: 4000 International Parkway Carrollton, Texas 75007 Attention: General Counsel Phone: (972) 277-0335	Payment Address: 4000 International Parkway Carrollton, Texas 75007 Attention: Accounts Payable Phone: (972) 277-0335
---	---
6. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the First Amendment Effective Date.

CUSTOMER: Clay County Jail By: <u><i>Sheiff A. Myers</i></u> Name: <u>Sheiff A. Myers</u>	PROVIDER: Securus Technologies, Inc. By: <u><i>Robert Pickens</i></u> Name: Robert Pickens
---	--

RECEIVED
R03-28-17

Title: Sheriff
Date: 3-22-17

Title: President
Date: 4-10-17

Please return signed contract to:

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

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Addresses

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Calendar Help Search

Current Folder: INBOX

Sign Out

Logged in as: claycosoj3@wabash.net

All Msgs

Delete

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Forward

Fwd as Att.

Reply

Reply All

Subject: RE: SECURUS INVOICE NOTIFICATION - CLAY CO. JAIL - IL - ID 100
From: "Lawanza Session" <LSession@securustechnologies.com>
Date: Fri, January 7, 2022 3:02 pm
To: "claycosoj3@wabash.net" <claycosoj3@wabash.net>
Priority: Normal
Options: [View Full Header](#) [View Printable Version](#) [Download this as a file](#) [Add to Addressbook](#) [View](#)

Good Afternoon,

Thank you for responding, I did check with our accounting department and the overpayment check number [redacted] was applied to your open invoice dated 11/2/21. \$529.30

The invoice you just received is dated 11/23/21 for the same total \$529.30 which is the only open invoice billing at this time.

Lawanza Session
Billing Operations Specialist
4000 International Parkway
Carrollton, Texas 75007

DIRECT: (972) 277-0676
MAIN: (972) 277-0300
FAX: (972) 277-0469
lsession@securustechnologies.com
SecurusTechnologies.com

Aventiv Technologies, parent company of Securus Technologies, AllPaid and JPay

-----Original Message-----

From: **claycosoj3@wabash.net** <claycosoj3@wabash.net>
Sent: Friday, January 7, 2022 7:20 AM
To: Lawanza Session <LSession@securustechnologies.com>
Subject: Re: SECURUS INVOICE NOTIFICATION - CLAY CO. JAIL - IL - ID 100
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning: On 12-07-21, I asked that this invoice be applied to a credit that we have. You acknowledged that it would be. Would you check further on this? Thank

MagicMail WebMail Interface

you. Sgt. Greenwood

> Good Afternoon,

>

> Just a reminder that our records show the attached November invoice is
> due for payment. Can you please review and let us know when your
> payment will be submitted?

>

> Thank you. The Securus Billing and Collections Team

>

>

> Lawanza Session

> Billing Operations Specialist

> 4000 International Parkway

> Carrollton, Texas 75007

> -----

> DIRECT: (972) 277-0676

> MAIN: (972) 277-0300

> FAX: (972) 277-0469

> **lsession@securustechnologies.com** <mailto:lsession@securustechnologies.c

> om> SecurusTechnologies.com <<http://www.securustechnologies.com/>>

>

> Aventiv

> Technologies<../../../../klengyel/AppData/Local/Microsoft/Windows/I

> NetCache/Content.Outlook/TA3X9MIP/aventiv.com> ,

> parent company of Securus Technologies, AllPaid and JPay

>

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Take Address

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October 15, 2021

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OCT 28 2021

Clay County Sheriff's Office

CLAY COUNTY JAIL
MS. PAT GREENWOOD
300 BROADWAY
LOUISVILLE, ILLINOIS 62858

RE: Notice Regarding Changes to Telephone Rates in Response to New FCC Rulemaking

Dear Customer:

On May 24, 2021, the Federal Communications Commission ("FCC") released its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking (the "Order"). In summary, this Order (a) implements new interim interstate and international rate caps; (b) significantly changes the previous industry practice with respect to the rate caps applied to both interstate and intrastate calls; (c) modifies rules relating to ancillary and third party transaction fees; (d) modifies applicable regulation with respect to consumer reporting and cost recovery of site commissions; and (e) provides notice of further proposed rulemaking which will likely have further significant impact on the industry. **This letter describes changes to your calling rates in response to the Order, but your current commission percentage will not be changing.**

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

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

Accordingly, on or about October 26, 2021, if Customer has calling rates that exceed \$0.21 per minute, those rates will be reduced to \$0.21 per minute.

APPLICATION OF FCC INTERIM RATE CAPS FOR INTERNATIONAL CALLS:

The Order mandates a new interim rate cap for all international calls which is calculated using the interstate rate cap described above plus the average per-minute amount paid by the provider to its underlying wholesale international carriers to terminate international calls to the same "international destination" over the preceding calendar quarter (the "International Rate Cap"). See Order, Paragraphs 178-184; 47 CFR § 64.6030(e). For international call traffic only, the per-minute amount paid by the provider as a passthrough to its underlying wholesale international carriers to terminate international calls will not be commissionable.

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

AVERAGE DAILY POPULATION:

The Order applies different rate caps to facilities based on their average daily population (ADP). We understand that your current ADP is < 1,000, and the adjustments described herein are based on that assumption. To facilitate compliance with the Order please update us in the event your ADP becomes greater than or equal to 1,000. The Order and associated regulations define ADP as "the sum of all inmates in a facility for each day of the preceding calendar year, divided by the number of days in the year" Order, Paragraph 47, Note 132; 47 CFR § 64.6000.

If you have any questions or wish to discuss further, please reach out to your Securus account manager.



RECEIVED

MAY 13 2019

Clay County Sheriff's Office

May 9, 2019

Sheriff Andy Myers
Clay County Sheriff's Office
P.O. Box 267
300 East Broadway
Louisville, IL 62858

Dear Sheriff Myers:

Thank you for your business!

Our goal is a long-term partnership with you and your county where SECURUS Sales and Service exceeds your expectation.

Enclosed, please find an executed copy of the Second Amendment to the Master Services Agreement between Clay County Sheriff's Office and SECURUS Technologies.

If you need further assistance please contact your SECURUS representative.

Russell Roberts
Sr. Vice President – Sales & Marketing
Securus Technologies
(972) 277-0656

18

**SECOND AMENDMENT
TO
MASTER SERVICES AGREEMENT**

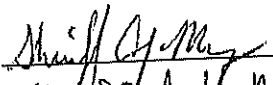

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by either party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Clay County Jail ("you" or "Customer") dated February 7, 2013, as subsequently amended (collectively, the "Agreement").

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

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

1. Term. This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be extended by an additional 48 months, with a modified end date of June 6, 2023. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
2. Private Number Designation. We will continue to provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.
3. Addition to Miscellaneous Terms. If any legal action or other proceeding is brought for the enforcement of the Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneys' fees, court costs, and all expenses, even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. As used herein, "prevailing party" includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.
4. Except as expressly amended by this Second Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Second Amendment Effective Date.

<p>CUSTOMER: Clay County Jail</p> <p>By: <u></u> Name: <u>Sheriff Andy Meyer</u> Title: <u>Sheriff</u> Date: <u>4-29-19</u></p>	<p>PROVIDER: Securus Technologies, Inc.</p> <p>By: <u></u> Name: Robert E. Pickens Title: President and Chief Executive Officer Date: <u>5-9-19</u></p>
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RECEIVED
R6-7-19

Please return signed contract to:

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



Schedule Clay County Jail (IL)

This Schedule is between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and Clay County Jail ("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 SERVICE

DESCRIPTION:

Omni Phone. Omni Phone ("Omni") provides automatic placement of calls by inmates without the need for conventional live operator services. Omni will be provided at the Facilities specified in the chart below.

COMPENSATION:

Collect Calls. We will pay you commission (the "Commission") in the amount of the applicable Collect Commission Percentage (as specified in the chart below) of the applicable revenue base (as specified in the chart below) that we earn through the completion of collect calls placed from the Facilities. "Gross Billed and Collected Revenue" means all charges billed and collected by us relating to collect calls placed from the Facilities. Regulatory required and other items such as federal, state and local charges and taxes and fees are excluded. 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 prior to a Payment Date of any change in your payment address.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Collect Commission Percentage	Revenue Base for Calculation of Commission	Payment Address
Clay County Jail 300 Broadway Louisville, IL 62441	Omni	50%	Gross Billed and Collected	Same

PREMISES BASED CALL MANAGEMENT SYSTEM SERVICE LEVEL AGREEMENT:

We agree to repair and maintain the System (inclusive of the SECUREworkstation defined below) 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, the System 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 System. 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):

- (i) The "SECUREworkstation" is designed to satisfy facilities that require a secure direct link and full technical support of the Applications. Utilizing the Windows XP operating system, the SECUREworkstation is subject to full technical and field support services described herein, access to all applicable Applications and restricted user rights for facility personnel. No other third party software may be installed on the SECUREworkstation; and
- (ii) 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 OPENWORKSTATION(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@Evercom.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, prior to any Technical Support outage. For your calls to Technical Support, the average monthly call answer time is generally 120 seconds or less, provided however, that we will endeavor (but will not be obligated) to achieve an average monthly call answer time of thirty (30) seconds.

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

"Priority 1"	60% or more of the functionality of the System is adversely affected by the System Event
"Priority 2"	30%-59% of the functionality of the System is adversely affected by the System Event
"Priority 3"	5%-29% of the functionality of the System is adversely affected by the System Event
"Priority 4"	Less than 5% of the functionality of the System is adversely affected by the System Event

3. **Response Times.** After receipt notice of the System Event, we will respond to the System Event within the following time periods with a 95% or greater rate of accuracy:

Priority 1	4 hours
Priority 2	12 hours
Priority 3	24 hours
Priority 4	36 hours

4. **Response Process.** In all instances, 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.

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 Correctional Billing Services division 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 will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. 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. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

Exhibit A: Customer Statement of Work Clay County Jail (IL)

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and Clay County Jail ("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.

A. Applications. The parties agree that the Applications listed in the Service Schedule shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the following equipment in connection with the Applications: Existing equipment as of the Schedule Effective Date.

UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING IN THIS SCHEDULE, NO APPLICATIONS, EQUIPMENT, INSTALLATION AND SPECIAL REQUIREMENTS OTHER THAN THOSE STATED ABOVE WILL BE PROVIDED; NO ORAL AGREEMENTS OR STATEMENTS ARE BINDING.

EXECUTED as of the Schedule Effective Date.

CUSTOMER:	PROVIDER:
Clay County Jail	Evercom Systems, Inc.
By: <u>James C. Sulsberger</u>	By: _____
Name: <u>James C. Sulsberger</u>	Name: <u>John J. Viola</u>
Title: <u>Sheriff</u>	Title: <u>Vice President and General Manager</u>
Date: <u>10/20/06</u>	Date: _____



This Master Services Agreement (this "Agreement") is by and between Clay County Jail ("Customer") and Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company, ("we," "us," or "Provider"). This Agreement shall be effective as of the date signed by Customer provided the agreement is received by Evercom within ten (10) days thereof (the "Effective Date").

- 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 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.
- 3. Compensation.** Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.
- 4. Term.** The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is four (4) years thereafter. 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 IS THE SOLE AND EXCLUSIVE REMEDY 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. 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, (iv) alter, 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, 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 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 (iii) 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.

9. Confidentiality. 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.

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

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. 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 utilization 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 PRIOR TO 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 other than those under 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.

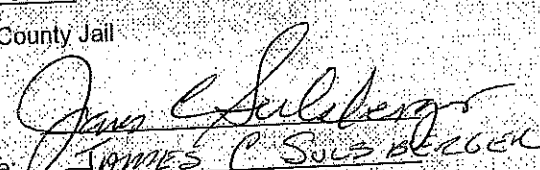
15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled 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. 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 prior to 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. 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 regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

CUSTOMER: Clay County Jail By:  Name: <u>JAMES C. SULZBERGER</u> Title: <u>Sheriff</u> Date: <u>10/20/00</u> <u>Customer's Notice Address:</u> 300 Broadway Louisville, IL 62441	PROVIDER: Evercom Systems, Inc. By: _____ Name: <u>John J. Viola</u> Title: <u>Vice President and General Manager</u> Date: _____ <u>Provider's Notice Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel <u>Provider's Payment Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: Accounts Receivable
---	--

DATE _____



6 DIGIT SITE ID / CUSTOMER # REQUIRED

PREPAID CALLING CARD ORDER FORM

Optional, Customer PO Number: _____ Email Address: _____

Facility Name: _____

Contact Name: _____ Title/Rank: _____

Physical Shipping Address: _____

City: _____ State: _____ Zip: _____
If order includes special instructions or changes in shipping or billing address, please phone in the order for approval

Phone Number: (____) _____ Fax: (____) _____

Name of third party vendor/commissary company purchasing cards: _____

\$38.00	Priority Overnight Delivery By 10:00 AM Local Time -- MUST <u>PHONE</u> IN ORDER BY NOON TO 866.533.3959
\$23.00	Standard Delivery (3-5 business days)
\$18.00	Ground Delivery/Default (<i>call and ask for estimated ground service transit times to your area if needed</i>)

SHIPPING OPTIONS - CIRCLE ONE. IF NO OPTION CHOSEN, CARDS WILL SHIP GROUND:

	FACE VALUE	NUMBER OF CARDS - QUANTITIES OF 10 PLEASE	EXTENDED TOTAL - FACE VALUE
PREPAID CALLING CARDS	\$5	X _____ =	\$ _____
<u>Standard</u>	\$10	X _____ =	\$ _____
<i>10 per sheet</i>	\$20	X _____ =	\$ _____
	\$	X _____ =	\$ _____

	FACE VALUE	NUMBER OF CARDS - QUANTITIES OF 10 PLEASE	EXTENDED TOTAL - FACE VALUE
PREPAID CALLING CARDS	\$1.00 ONLY	X _____ =	\$ _____
<u>Booking Only</u>			
<i>2 minute each</i>			

	FACE VALUE - TWO OPTIONS	NUMBER OF CARDS (multiples of 50 only)	EXTENDED TOTAL - FACE VALUE
PREPAID CALLING CARDS	\$10.00	X _____ =	\$ _____
<u>Vending Machine</u>	\$20.00	X _____ =	\$ _____
<i>50 per pack</i>			

TOTAL ORDER FACE VALUE
\$ _____

PLEASE DO NOT ORDER CARDS IN MINUTES, DISCOUNTED RATES, OR BY THE SHEET. For Invoices - call 1.972.277.0300
 Invoice will be mailed separate from cards. Orders are shipped within 1-2 business days of order date.
 If you fax this order form and do not receive a reply from us, please contact our office:
 1.866.533.3959, press 1 • 866.653.3429 fax • cardfulfillment@securustech.net
 NO REFUNDS - ALL SALES FINAL

**FIRST AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Clay County Jail ("you" or "Customer") dated February 7, 2013 (the "Agreement").

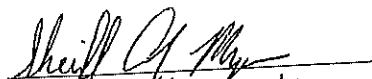
WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

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

1. Term. This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, Section 4 of the Agreement is hereby amended to reflect that the Initial Term shall be extended by 24 months with a modified end date of June 6, 2019. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
2. Prepaid Calling Card Discount Percentage Change. The Prepaid Calling Card Discount Percentage identified in the Agreement is changed to 50%, less the applicable percentage attributable to interstate calling revenue from calls at the Facility.
3. Additional Equipment. We will provide two additional VPM telephones, with two handsets on the visitor side, at no cost to Customer.
4. FCC Rate Order. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] - Rates for Interstate Calling Services - effective as of February 11, 2014, the Agreement shall be modified to reflect that no commission shall be paid on revenues earned through the completion of interstate calls of any type, and the discount percentage for prepaid calling cards shall be reduced by the applicable percentage attributable to interstate calling revenue from Customer's Facility.
5. Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address: 4000 International Parkway Carrollton, Texas 75007 Attention: General Counsel Phone: (972) 277-0335	Payment Address: 4000 International Parkway Carrollton, Texas 75007 Attention: Accounts Payable Phone: (972) 277-0335
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6. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the First Amendment Effective Date.

<p><u>CUSTOMER:</u> Clay County Jail</p> <p>By:  Name: <u>Sheriff Andy Myers</u></p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: _____ Name: Robert Pickens</p>
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Title: <u>Sheriff</u>	Title: President
Date: <u>3-22-17</u>	Date: _____

Please return signed contract to:

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

SECURUS Technologies™

800 368
3168

facta
7-19-17

PROJECT ACCEPTANCE

SECURUS IMPLEMENTATION SERVICES

**CLAY COUNTY JAIL
300 BROADWAY ST
LOUISVILLE, IL 62441**

07/13/2017

SECURUS Technologies™

PROJECT ACCEPTANCE OF THE IMPLEMENTATION SERVICES

This document establishes formal acceptance of all the Product and Feature deliverables by Securus Technologies Project Team. The Implementation Project has met all the acceptance criteria as defined in the Feature Review Documentation of the project scope statement. A project audit has been performed to verify that all deliverables meet performance and product requirements. Additionally a product evaluation has been performed and determined that all products meet the quality and functional requirements defined within this project.

The Project Manager is authorized to continue with the formal close out of this project phase. The closeout process will include a post-project review of the Feature Review Documentation, release of the Project Team, close out all procurements and archive all relevant project documents by Securus Project Manager. This Project Acceptance approves the closing process has been completed and the Project Manager is released from the project phase.

SPONSOR ACCEPTANCE

Approved by the Project Sponsor:

PAT GREENWOOD/SGT. _____
Project Sponsor Name/Title

07-19-17 _____ Date:

07/13/2017

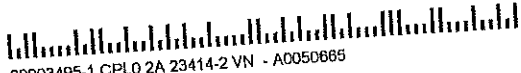


14651 DALLAS PARKWAY
STE 600
DALLAS TX 75254

PAYMENT INFORMATION

DATE: August 22, 2014
CHECK NUMBER:
AMOUNT PAID: \$114.58
ACCOUNT NUMBER:

TRACE NUMBER:
VENDOR ID:
VENDOR NAME: CLAY COUNTY SHERIFF'S DEPT.



00003495-1 CPL0 2A 23414-2 VN - A0050685
CLAY COUNTY SHERIFF'S DEPT.
ATTN: SHERIFF
300 BROADWAY
LOUISVILLE IL 62441



Date	Invoice Number	Description	Gross Amount	Discount	Net Amount
08/25/2014	JULY14 COMMISH	COMMISSIONS	\$114.58	\$0.00	\$114.58
		Totals	\$114.58	\$0.00	\$114.58

RECEIVED

SEP 4 - 2014

Clay County Sheriff's Office



14651 DALLAS PARKWAY
 STE 600
 DALLAS TX 75254

PAYMENT INFORMATION

DATE: May 21, 2015

CHECK NUMBER: \$105.69

AMOUNT PAID: \$105.69

ACCOUNT NUMBER:

TRACE NUMBER:

VENDOR ID: CLAY COUNTY SHERIFFS

VENDOR NAME: CLAY COUNTY SHERIFFS DEPT.

000070874 CPLD 2A 141152 VN - A0072165
 CLAY COUNTY SHERIFFS DEPT.
 ATTN: SHERIFF
 300 BROADWAY
 LOUISVILLE IL 62441

MAY 21 2015



14240540020010708701

Date	Invoice Number	Description	Gross Amount	Discount	Net Amount
05/22/2015	APRIL 2015 COMMISSIO	COMMISSIONS	\$105.69	\$0.00	\$105.69
Totals			\$105.69	\$0.00	\$105.69



SECURUS

14651 DALLAS PARKWAY
STE 600
DALLAS TX 75254

PAYMENT INFORMATION

DATE: January 26, 2015

CHECK NUMBER: \$149.94

AMOUNT PAID: \$149.94

ACCOUNT NUMBER:

TRACE NUMBER:
VENDOR ID: CLAY COUNTY SHERIFFS
VENDOR NAME: DEPT.

00000860-1 CPU0 ZA 02615-2 VN - A0057802
CLAY COUNTY SHERIFFS DEPT.
ATTN: SHERIFF
300 BROADWAY
LOUISVILLE IL 62441



Date	Invoice Number	Description	Gross Amount	Discount	Net Amount
01/23/2015	DECEMBER 14 COMMISS	COMMISSIONS	\$149.94	\$0.00	\$149.94
Totals			\$149.94	\$0.00	\$149.94

AM



SECURPUS

14651 DALLAS PARKWAY
STE 600
DALLAS TX 75254

00000544-1 CP10 ZA 05615-2 VN - A0068903
CLAY COUNTY SHERIFFS DEPT.
ATTN: SHERIFF
300 BROADWAY
LOUISVILLE IL 62441

PAYMENT INFORMATION

DATE: February 25, 2015

CHECK NUMBER: 230.71

AMOUNT PAID: \$230.71

ACCOUNT NUMBER:

TRACE NUMBER:

VENDOR ID:

VENDOR NAME:

CLAY COUNTY SHERIFFS
DEPT.

RECEIVED

FEB - 2 2015

CLAY COUNTY SHERIFFS DEPT.



Date	Invoice Number	Description	Gross Amount	Discount	Net Amount
02/25/2015	JANUARY 2015 COMMISS	COMMISSIONS	\$230.71	\$0.00	\$230.71
Totals			\$230.71	\$0.00	\$230.71

AM



SECURUS

14651 DALLAS PARKWAY
STE 600
DALLAS TX 75254

PAYMENT INFORMATION

DATE: August 25, 2015

CHECK NUMBER: AMOUNT PAID: \$87.58

ACCOUNT NUMBER:

TRACE NUMBER:

VENDOR ID:

VENDOR NAME: CLAY COUNTY SHERIFFS DEPT.

00000575-1 CPLO ZA 23715-2 VN - A0076103
CLAY COUNTY SHERIFFS DEPT.
ATTN: SHERIFF
300 BROADWAY
LOUISVILLE IL 62441



23740540020030057501

Date	Invoice Number	Description	Gross Amount	Discount	Net Amount
08/25/2015	JUL 2015 COMMISSIONS	COMMISSIONS	\$87.58	\$0.00	\$87.58
Totals			\$87.58	\$0.00	\$87.58

A



SECURUS

14651 DALLAS PARKWAY
STE 600
DALLAS TX 75254

PAYMENT INFORMATION

DATE: September 24, 2015

CHECK NUMBER: \$88.24

ACCOUNT NUMBER:

TRACE NUMBER:

VENDOR ID:

VENDOR NAME: CLAY COUNTY SHERIFFS DEPT.

00001179-1 C/PLO 2A 26715-2 VN - A0077809
CLAY COUNTY SHERIFFS DEPT.
ATTN: SHERIFF
300 BROADWAY
LOUISVILLE IL 62441



Date	Invoice Number	Description	Gross Amount	Discount	Net Amount
09/25/2015	AUG 2015 COMMISSIONS	COMMISSIONS	\$88.24	\$0.00	\$88.24
Totals			\$88.24	\$0.00	\$88.24

SECURUS Technologies™

14651 DALLAS PARKWAY
SUITE 600
DALLAS TX 75254

0000002368-1 CPU 0 24 36216-2 VN - A0070014
CLAY COUNTY SHERIFF'S DEPT.
ATTN: SHERIFF
300 BROADWAY
LOUISVILLE IL 62441

PAYMENT INFORMATION

DATE: December 27, 2016

CHECK NUMBER:

AMOUNT PAID: \$146.51

ACCOUNT NUMBER:

TRACE NUMBER:

VENDOR ID:

VENDOR NAME:

CLAY COUNTY SHERIFF'S
DEPT

RECEIVED

JAN - 3 2016

Clay County Sheriff's Office



Date	Invoice Number	Description	Gross Amount	Discount	Net Amount
12/25/2016	NOVEMBER16 COMMISSIO	COMMISSIONS	\$146.51	\$0.00	\$146.51
Totals			\$146.51	\$0.00	\$146.51

W

PLEASE DETACH BEFORE REDEPOSITING CHECK

SECURUS Technologies™

14651 DALLAS PARKWAY
SUITE 600
DALLAS TX 75254

0000006084-1 CPL0 2A 02517-2 VN - A0098885
CLAY COUNTY SHERIFFS DEPT.
ATTN: SHERIFF
300 BROADWAY
LOUISVILLE IL 62441

PAYMENT INFORMATION

January 25, 2017

DATE: January 25, 2017
CHECK NUMBER:
AMOUNT PAID: \$60.35
ACCOUNT NUMBER:

TRACE NUMBER:
VENDOR ID: CLAY COUNTY SHERIFFS
VENDOR NAME: DEPT.



Date	Invoice Number	Description	Gross Amount	Discount	Net Amount
01/25/2017	DEC 16COMMISSIONS	COMMISSIONS	\$60.35	\$0.00	\$60.35
	Totals		\$60.35	\$0.00	\$60.35

RECEIVED

JAN 30 2017

Clay County Sheriff's Office

PLEASE DETACH BEFORE DEPOSITING CHECK

SECURUS Technologies™

14651 DALLAS PARKWAY
SUITE 800
DALLAS TX 75254

0000000439-1 CPLD ZA 055172 VN - A0098019
CLAY COUNTY SHERIFFS DEPT.
ATTN: SHERIFF
300 BROADWAY
LOUISVILLE IL 62441

PAYMENT INFORMATION

February 24, 2017

DATE: February 24, 2017
CHECK NUMBER:
AMOUNT PAID: \$40.37
ACCOUNT NUMBER:

TRACE NUMBER:
VENDOR ID:
VENDOR NAME: CLAY COUNTY SHERIFFS DEPT.

RECEIVED

FEB 28 2017

Clay County Sheriff's Office



Date	Invoice Number	Description	Gross Amount	Discount	Net Amount
02/25/2017	JANUARY 17 COMMISSIO	COMMISSIONS	\$40.37	\$0.00	\$40.37
Totals			\$40.37	\$0.00	\$40.37

PLEASE DETACH BEFORE DEPOSITING CHECK



SECURUS

14651 DALLAS PARKWAY
STE 600
DALLAS TX 75254

PAYMENT INFORMATION

DATE: April 24, 2015

CHECK NUMBER:

AMOUNT PAID: \$213.74

ACCOUNT NUMBER:

TRACE NUMBER:

VENDOR ID:

VENDOR NAME: CLAY COUNTY SHERIFF'S DEPT.

000015774 CPLO ZA 11445-2 VN - A0071181
CLAY COUNTY SHERIFFS DEPT.
ATTN: SHERIFF
300 BROADWAY
LOUISVILLE IL 62441



Date	Invoice Number	Description	Gross Amount	Discount	Net Amount
04/24/2015	MAR 15 COMMISSIONS	COMMISSIONS	\$213.74	\$0.00	\$213.74
Totals			\$213.74	\$0.00	\$213.74

2-21-10-11-11
400-3-1-975
CASH ON HAND

AW