

EATON COUNTY SHERIFF'S DEPARTMENT (MI) A002519

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 Eaton County Sheriff's Department ("you" or "Customer") dated October 5, 2017 (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. <u>Term.</u> This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement. 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. <u>Modification of Tablet Program</u>. All terms in the <u>TABLETS</u> section on Page 12 and 13 of the Agreement that are unaffected by this First Amendment remain in effect; however, the <u>DESCRIPTION</u> section is no longer applicable and is hereby replaced with the following:

DESCRIPTION:

Provider will deploy basic community tablets to Facility. End users will pay a monthly subscription fee of \$29.95 (the "Subscription Fee"), plus applicable taxes and/or fees, for access to the tablets. Customer will receive 33% of each Subscription Fee. The tablet fees can be paid by using either Inmate Debit or a tablet user account.

Provider also offers premium content, which may include, but is not limited to, songs, games, movies, and television episodes ("Premium Content"); however, Premium Content will not deployed as part of this tablet program.

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

EXECUTED as of the First Amendment Effective Date.

CUSTOMER:

Eaton County Sheriff's Department

By:

Name: Thomas Reich

Title: Sheriff

Date: UB2018

PROVIDER:

Securus Technologies, Inc.

By:

Name: Robert E. Pickens

Title: President and Chief Executive Officer

Date: 12-7-19

Please return signed contract to:

4000 International Parkway Carrollton, Texas 75007

Attention: Contracts Administrator

Phone: (972) 277-0300