

AMENDMENT NO. 1

This is Amendment No. 1 to Contract No. AQC6A8, dated July 25, 2017, between the City of Roanoke, Virginia, (City) and Smart Communications Holding, Inc. (Contractor). The effective date of this Amendment is December 15, 2020.

This Amendment is part of and governed by Contract No. AQC6A8, dated July 25, 2017 (the "Agreement"). The terms and conditions of the Agreement are incorporated herein by reference.

WHEREAS, the Agreement had an initial term of three (3) years beginning September 1, 2017, it was renewed for a two (2) year term through August 31, 2022.

WHEREAS, Customer desires that Provider provide its MailGuard Legal™ system to Customer's Facility at no charge to Customer.

WHEREAS, Customer desires that Provider provide its entertainment package as an additional service available to inmates over Provider's tablet system at no charge to Customer and desires commissions from revenue generated from such services.

WHEREAS, in consideration for Provider providing its MailGuard Legal™ system as an additional service to Customer at no cost to Customer, and for commissions provided to Customer from use of its entertainment package as set forth herein, the Parties agree as follows:

A. Patented MailGuard Legal™ System

1. Provider will provide, install, and maintain its patented MailGuard Legal™ Mail system, which will include a sufficient number of MailGuard Legal™ Mail Scanning Carts to handle the volume of legally privileged mail or other mail deemed to be legal mail (the "Legal Mail") to be processed by the Facility.
2. Customer acknowledges and agrees that Legal Mail must be opened in the presence of the inmate. The Legal Mail may be scanned for electronic delivery via Provider's kiosks or tablets, or printed to hard copy for physical delivery to the inmate, in accordance with Provider's patented MailGuard Legal™ system.
3. Customer understands that Provider's MailGuard Legal™ system does not allow for any electronic copies of Legal Mail to be monitored, reviewed, or investigated.
4. Customer agrees to adhere to all applicable laws in order to maintain the privileged nature of privileged communications while using or supervising the inmates' use of Provider's MailGuard Legal™ Mail Scanning Carts.

B. Electronic Entertainment & Other Commission Rate Details

1. Provider shall provide access to electronic entertainment via its existing SmartTablet™ system at a rate of one cent (\$.01) per minute, which corresponds to 1 credit per minute.
2. Provider shall pay commission to Customer on revenue earned from its entertainment services, in the amount of twenty percent (20%) of net revenues (i.e., revenue after any cost of providing the entertainment, such as license or royalty fees, is deducted).

3. Provider shall continue to pay commission to Customer on revenue earned from the inmate electronic messaging system in the amount of ten percent (10%) of net revenues (i.e., revenue earned from inmate messaging at fifty cents (\$.50) per transaction and photo delivery a one dollar (\$1.00) per transaction).

Except as amended and/or modified above, all the terms and provisions of the above Contract, and any prior amendments thereto, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment by their authorized representatives.

CITY OF ROANOKE, VIRGINIA

SMART COMMUNICATIONS HOLDING, INC.

DocuSigned by:

 65325E4EF6FD48E...
 City Manager or Authorized City Representative

DocuSigned by:

 ECC045FD0EA1484...

Pamela Simpkins Purchasing Manager Jon Logan

CEO

Printed Name and Title

Printed Name and Title

Date 12/15/2020

Date 12/15/2020

Approved as to form:

Appropriation and Funds Required for this Contract Certified:

DocuSigned by:

 163D5E71F4204C6...
 Assistant City Attorney

Date 12/15/2020

N/A – Revenue Generating

Director of Finance

Date N/A – Revenue Generating

Approved as to Execution:

Account # N/A – Revenue Generating

DocuSigned by:

 163D5E71F4204C6...
 Assistant City Attorney

Date 12/15/2020