

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, LLC (F/k/a Securus Technologies, Inc.) ("we," "us," or "Provider") and the Clay County Sheriff's Office, Florida ("you" or "Customer") dated September 30, 2019 (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>Additional Securus Video Connect Terminals</u>. As of the First Amendment Effective Date, Provider will deploy two additional mobile "Securus Video Connect" (f/k/a "Securus Video Visitation") Terminals in the "Confinement Area." In exchange, Customer will pay a one-time fee of \$11,080.00, which will be invoiced to Customer. The invoice will be due and payable within 30 days of the invoice date.
- 3. <u>Customer Options for Alternative Compensation Structures</u>. Notwithstanding anything to the contrary in the Agreement, at Customer's option, Customer may request that compensation and rates under the Agreement be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the Agreement. For such compensation structures, Provider can also accommodate a Customer request to transition from inmate and friend and family funding of inmate telephone services to a model where those services are taxpayer-funded / paid for by Customer.
- 4. 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. All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

EXECUTED as of the First Amendment Effective Date.

CUSTOMER:	PROVIDER:
Clay County Sheriff's Office, Florida	Securus Technologies, LLC
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

Please return signed contract to:

4000 International Parkway Carrollton, Texas 75007 Attention: Contracts Administrator

Phone: (972) 277-0300