

**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, LLC ("we," "us," or "Provider") and Clay County Sheriff's Office, Florida ("you" or "Customer") dated September 30, 2019, 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. 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.
- Additional Applications. As of the Second Amendment Effective Date, the following Applications are added to the Agreement:

SECURUS DIGITAL MAIL CENTER

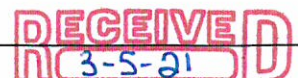
DESCRIPTION:

Digital Mail Center service and software allows authorized Provider staff or authorized Customer staff to scan certain physical mail and electronically deliver it to incarcerated recipients. Through Digital Mail Center, authorized staff can (1) view, approve, reject, and manage scanned mail; (2) set alerts when specific recipients receive mail; and (3) review audit logs of activity associated with the Digital Mail Center for increased administrative oversight.

Provider Screened, Processed, and Delivered – Provider will conduct the initial processing of physical mail and its conversion into electronic form, typically within 48 hours of receipt. After processing and, if desired, Customer approval, Provider will distribute the electronic version of the mail as agreed by Customer and Provider. Customer will not forward mail to Provider that is not reasonably susceptible to scanning (such as boxes, books, or other such materials which do not consist of printed correspondence on a two-dimensional page) and will inform recipients and friends and family about this restriction. Provider has no obligation to scan such mail. If Provider receives such mail, it will be returned to Customer at Customer's cost or returned to its sender. If Provider receives mail addressed to a recipient no longer at Customer's facility, such mail will be returned to its sender.

Digital Mail Center will be configured with the following options, which are subject to change upon the parties' agreement.

<p><u>Pre-Approval Prior to Delivery</u></p> <p><input checked="" type="checkbox"/> Auto Approve – Provider will deliver all scanned mail. Written contraband will be treated in accordance with the "Discovery of Written Contraband / Images" section of this table.</p> <p>Customer Approve – Customer will review and approve all scanned mail prior to delivery</p>	<p><u>Physical Mail Handling</u></p> <p><input checked="" type="checkbox"/> Destroy after 30 days</p> <p>Return to Customer after 30 days (at Customer's cost)</p>
<p><u>Discovery of Physical Contraband</u></p> <p><input checked="" type="checkbox"/> Release to local law enforcement (based on location of Provider's processing facility) and report to</p>	<p><u>Discovery of Written Contraband / Images</u></p> <p><input checked="" type="checkbox"/> Do not scan, and report to Customer for further</p>



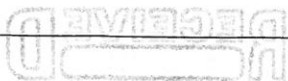
Customer for further direction	direction
Destroy	Scan and require additional Customer review
Provider will use reasonable efforts to identify such contraband based on Customer's instructions and Provider's experience, but Provider does not represent or warrant that it will correctly identify such contraband.	Provider will use reasonable efforts to identify such contraband based on Customer's instructions and Provider's experience, but Provider does not represent or warrant that it will correctly identify such contraband.

COMPENSATION:

In exchange for Digital Mail Center, Customer will pay \$6.00 per ADP per month (ADP = 361) via a commission deduction. Any other costs or fees accrued by Customer in connection with Digital Mail Center may be deducted from compensation otherwise owed to Customer under the Agreement or invoiced.

SECURUS DIGITAL MAIL CENTER TERMS OF USE:

1. Privileged Mail. The Customer represents and warrants that it will not process any mail through Provider's service or software that originates from an attorney's office or is otherwise legally private or privileged. If Provider receives mail originating from an attorney's office or other private/privileged establishments, Provider will send it to the correctional agency at Customer's cost for physical delivery to ensure privilege is maintained or return it to its sender.
2. Withheld / Destroyed Mail. If the Customer elects to withhold mail from delivery to a recipient or directs Provider to destroy mail per this Schedule, the Customer is solely responsible for notifying the recipient and the sender of such actions as may be legally required.
3. Storage of Electronic Information. All electronic information associated with the mail, including sender name, time, date, and address will be stored for the duration of the Term of the Agreement. Scanned images will be stored for a period of two years after they are scanned. It is the responsibility of Customer to remove any desired images from the housing location for permanent storage within two years after their scan as they may be permanently deleted by Provider after that time. At Customer's discretion, Digital Mail Center can be configured to allow recipients to download scanned images of mail addressed to them upon release from the Facility, provided such scanned images have not been previously deleted pursuant to this section.
4. Grant of Licenses. Subject to the terms of the Agreement (a) Provider hereby grants Customer a non-exclusive, non-transferable right during the Term of the Agreement to access and use the Securus Digital Mail Center solely for Customer's internal business purposes as contemplated herein, subject to the service scope and pricing specified herein; and (b) Customer hereby grants Provider a non-exclusive, non-transferable right to use the electronic data specifically pertaining to Customer and/or its users that is submitted into the Securus Digital Mail Center (collectively, "Customer Data") as necessary for the limited purpose of performing the service.
5. Compliance with Applicable Laws. Customer will comply with all applicable laws and government guidelines applicable to its access to and use of information obtained in connection with or through the Securus Digital Mail Center. Customer acknowledges and understands that Customer is solely responsible for its compliance with such laws and that Provider does not make any representation or warranty as to the legality of the use of the Securus Digital Mail Center application or the information obtained in connection therewith. Provider will not have any obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Securus Digital Mail Center.
6. Ownership of Property. Provider and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "Provider Property"): (a) the Securus Digital Mail Center and all other software, hardware, technology, documentation, and information provided by Provider in connection with the service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Provider during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by Provider in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Customer's rights in connection with the Provider Property. Customer owns and retains all right, title, and interest in and to the Customer Data and all intellectual property rights therein.



Except as otherwise expressly authorized herein or by Customer in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Provider's rights in connection with the Customer Data.

7. Modification and Termination. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the Securus Digital Mail Center. Moreover, if Provider determines in its sole discretion that the Securus Digital Mail Center and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Master Services Agreement; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Provider may, upon written notice, terminate Customer's access to the Securus Digital Mail Center upon thirty (30) days' notice and shall have no further liability or responsibility to Customer with respect thereto. Customer may terminate this Second Amendment upon thirty (30) days' notice and shall have no further liability or responsibility to Provider. Customer retains the rights to all stored data.
8. Limitation of Liability. Provider will have no liability to Customer (or to any person to whom Customer may have provided data from the Securus Digital Mail Center application) for any loss or injury arising out of or in connection with the Securus Digital Mail Center application or Customer's use thereof except for negligent actions or omissions of Provider.
9. Warranties. Customer understands and acknowledges that all information used and obtained in connection with the Securus Digital Mail Center application is "**AS IS**." Customer further understands and acknowledges that the digital transcription of mail may or may not be thorough and/or accurate, and that Customer will not rely on Provider for the accuracy or completeness of information obtained through the Securus Digital Mail Center Application. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECURUS DIGITAL MAIL CENTER APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SECURUS DIGITAL MAIL CENTER APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE SECURUS DIGITAL MAIL CENTER APPLICATION OR THE UNAVAILABILITY THEREOF.
10. Indemnification. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the Securus Digital Mail Center application, information obtained in connection therewith, or instructions provided by Customer to Provider related to Securus Digital Mail Center. Provider hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) caused by Provider's gross negligence or willful misconduct.

3. 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: Clay County Sheriff's Office, Florida By: <u><i>8429</i></u> <u><i>Ben L. Lendway</i></u> Name: <u><i>BEN L. LENDWAY</i></u> Title: <u><i>undersheriff</i></u> Date: <u><i>02.23.2021</i></u>	PROVIDER: Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By: <u><i>RR</i></u> Name: <u><i>RUSSELL ROBERTS</i></u> Title: <u><i>Chief Growth Officer</i></u> Date: <u><i>3-11-21</i></u>
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Please return signed contract to:

**4000 International Parkway
Carrollton, Texas 75007**

RR
2/23/2021

Attention: Contracts Administrator
Phone: (972) 277-0300

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