

**THIRD AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **THIRD AMENDMENT** ("Third Amendment") is effective as of the last date signed by a party ("Third Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Tazewell County Sheriff's Office ("you" or "Customer") and Securus Technologies, Inc. ("Provider", "we", or "Securus") dated June 8, 2010, as subsequently amended by that certain First Amendment dated April 10, 2012 and Second Amendment dated July 2, 2013 (the Master Services Agreement, First Amendment and Second Amendment are 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 Third Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This Third Amendment shall commence on the Third 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 Term shall be extended by sixty (60) months with a modified end date of November 5, 2018. 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. Video Visitation. In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to the Agreement, Company will deploy a Video Visitation System at the Facilities during the Term of the Agreement as more fully set forth in Exhibit B, attached hereto and incorporated herein by reference.
3. Except as expressly amended by this Third Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Third Amendment Effective Date.

<p><u>CUSTOMER:</u> Tazewell County Sheriff's Office</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: <u>SHERIFF</u></p> <p>Date: <u>FEB. 5, 2014</u></p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: _____</p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p> <p>Date: <u>2/20/14</u></p>
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Exhibit B: SECURUS VIDEO VISITATION SCHEDULE TAZEWELL COUNTY (IL)

This Exhibit B is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider" or "Securus") and Tazewell County Sheriff's Office ("you" or "Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Exhibit B shall be coterminous with the Agreement.

In addition to the Applications currently being provided to you pursuant to the Agreement, Provider shall deploy a Video Visitation System at the Facility(s) named in the chart below during the Term of the Agreement (see Attachment 1).

TERMS:

The parties acknowledge that Securus Video Visitation sessions shall be limited to twenty (20) minute and forty (40) minute sessions. A session fee of up to \$20.00 and \$40.00, respectively, plus applicable taxes/fees/surcharges, will apply to each remote Video Visitation session. Provider reserves the right, at its sole option, to offer promotional pricing for as low as \$5.00 per session and to extend the duration of visitation sessions. If Customer wishes to offer free session(s) for any reason other than as allowed pursuant to the Agreement, a session fee of \$20.00 or \$40.00 per session, plus applicable taxes/fees/surcharges, will be deducted from monthly Commission payments made to Customer. As used herein, "remote" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a terminal located on Customer's premises.

During the Term of this Agreement, Customer agrees to the following related to video visitations:

1. Customer agrees that Video Visitation will be available for paid remote sessions seven (7) days a week for a minimum of eighty (80) hours per Video Visitation terminal per week.
2. For non-professional visitors, Customer will eliminate all face to face visitation through glass or otherwise at the Facility, and Customer will utilize video visitation for all non-professional on-site visitors, unless Customer determines that security and safety considerations require otherwise.
3. Customer will allow inmates to conduct remote visits without quantity limits, unless Customer determines that a limitation is necessary for security or disciplinary reasons.
4. Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants; and (c) issue a joint press release regarding the execution of this agreement by both parties.
5. All on-site Video Visitation sessions shall be required to be scheduled at least 24 hours in advance, where practicable, and shall not exceed three (3) free on-site visits per inmate per week, unless Customer determines that security and safety considerations or statutory, regulatory or legal requirements demand otherwise.
6. All Video Visitation sessions must be scheduled online by the visitor by assessing Provider's website at www.securustech.net.
7. Upon deployment of the Video Visitation System, Customer agrees to work with Provider to achieve minimum usage results of one (1) remote paid visit per inmate per month.
8. Once available, Customer may choose to provide on-site visits in excess of the minimum number of free visits at the same session fee as the remote session.

If applicable, all recorded Video Visitation sessions will have a standard retention of sixty (60) days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within sixty (60) days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after sixty (60) days.

COMPENSATION: (Applies to Paid Remote Video Visitation Only)

Provider shall pay Customer the commission percentage of session fees paid to Provider, excluding applicable taxes/fees/surcharges, for remote Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Commission"). Provider shall remit the remote Video Visitation Commission for a calendar month to Customer on or before the 30th day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Video Visitation	Remote Video Visitation Commission Percentage (Paid Remote Video Visitation Only)
Tazewell County Sheriff's Office 101 South Capital Pekin, IL 61554	Remote Paid	20%*

*During the first thirty-six (36) months following the deployment of the Video Visitation System, Provider will pay the 20% commission percentage for only those months during which the Facility has achieved 339 remote paid visits or greater. For any months where the Facility does not achieve the 339 remote paid threshold during this first 36-month period, Customer will receive no commission payment hereunder. Commencing upon the thirty-sixth (36th) month following deployment of the Video Visitation System, Provider shall pay twenty percent (20%) each month during the Term of the Agreement.

*It is Customer's responsibility to notify Provider in writing to effect the Video Visitation Commission payment. Changes will take effect on the first day of the month following receipt of written notice by Customer. Notice must be signed by a person who has binding authority for Customer and a copy delivered to:

**SECURUS TECHNOLOGIES, INC.
CHIEF FINANCIAL OFFICER
14651 DALLAS PARKWAY, SIXTH FLOOR
DALLAS, TEXAS 75254**

Commissions are paid in one-month arrears and are not subject to retro-active payments or adjustments for notice delays.

Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population ("ADP" count) and a minimum of one (1) remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than 226 per month, Provider reserves the right, no sooner than twelve (12) months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services.

Customer is responsible for all Jail Management System (JMS) and Commissary integration fees as well as electrical installation, unless otherwise specified in Attachment 1.

WARRANTY: We warrant that the services provided by us as contemplated in and by this Exhibit B will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Exhibit B will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Exhibit B, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components. This warranty shall be conditional on Customer's compliance with the provisions of this Warranty section.

Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

When applicable, Provider shall provide the required replacement parts and components free of charge.

THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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 Video Visitation System (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. You are the license holder of any third-party software product we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements

on your behalf. 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 Video Visitation system 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 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. Provider is not liable with regard to any Software that you use in a prohibited manner.

OWNERSHIP AND USE. The Video Visitation System and Software shall at all times remain Provider's sole and exclusive property. Provider (or Provider's 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 Provider's Applications, the Video Visitation System, and Provider's 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.

LEGALITY/LIMITED LICENSE AGREEMENT: For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, we makes no representation or warranty as to the legality of recording or monitoring such sessions. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings 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 (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

IN WITNESS WHEREOF, the parties have caused this Video Visitation Exhibit to be executed as of the Third Amendment Effective Date by their duly authorized representatives.

CUSTOMER: Tazewell By: _____ Name: _____ Title: <u>SHERIFF</u> Date: <u>FEB. 5, 2014</u>	PROVIDER: Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: Chief Operating Officer Date: <u>2/20/14</u>
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Video Visitation Schedule TAZEWELL COUNTY (IL)

Attachment 1 Securus Video Visitation Pricing

Type	Description	One Time/ Recurring	QTY	Total	Responsible Party
Installation and Implementation	Network Wiring Installation	One time		\$0.00	Customer
	Electrical Wiring Installation	One time		\$0.00	Customer
	JMS Provider Fees			\$0.00	Customer
	Software Application Setup, including JMS import mapping	One time	1	\$5,875.00	
	• Emergency Call Application Setup	One time		\$0.00	
	• Inmate Information Application Setup	One time		\$0.00	
	• Commissary Ordering Application Setup	One time		\$0.00	
• Sick Form Application Setup	One time		\$0.00		
Hardware	Video Visitation Terminals – single handset (inmate side)	One time	15	\$60,000.00	
	Video Visitation Terminals – single handset (visitor side)	One time	10	\$40,000.00	
	Video Visitation Terminals – dual handset kit (visitor side)	One time	10	\$2,500.00	
	Recording	60 Day Purge		\$0.00	
	Total Video Visitation Terminal Installation	One time	25	\$12,500.00	
	Annual Terminal Extended Hardware Maintenance (optional)	Recurring	25	\$4,975.00	
Software	Software Licensing Fee	Recurring	25	\$9,000.00	
	• Securus Video Visitation	Recurring		\$0.00	
	• Inmate Information	Recurring		\$0.00	
	• Commissary Ordering	Recurring		\$0.00	
	• Sick Form	Recurring		\$0.00	
Software Maintenance Fee	Recurring		\$0.00		
Misc.	Miscellaneous				
	• Training	Per day	2	\$4,000.00	
	• Mobile Cart, including UPS Battery Back Up	One time	0	\$0.00	
	Term	Re-occurring	5	\$69,875.00	
	Total Value:			\$194,750.00	
	Securus Discount:			\$194,750.00	
	Customer Pays:			\$0.00	

* If the Agreement is terminated for any reason before the end of the Term, Customer will refund to Provider the prorated amount of the Video Visitation system expense. You shall pay any such refund within ten (10) days after any such termination, or at our election, we may deduct the refund from any Commission we owe you.