

**SIXTH AMENDMENT TO THE
MASTER SERVICES AGREEMENT
WEBER COUNTY, UT
A004541**

This **SIXTH AMENDMENT** ("Sixth Amendment") is effective as of the last date signed by either party ("Sixth Amendment Effective Date") and amends and supplements the Master Services Agreement by and between Securus Technologies, LLC ("we," "us," or "Provider") and Weber County Correctional Facility, UT ("you" or "Customer") dated July 18, 2017 (the "Agreement"), as subsequently amended (collectively, the "Agreement"). All capitalized terms contained but not defined herein are defined in 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 Sixth Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This Sixth Amendment shall commence on the Sixth 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 the Agreement.

Notwithstanding anything to the contrary in the Agreement, Customer may terminate its subscription to and use of the Lightning Law Application alone, without terminating any other Applications under the Agreement, upon thirty (30) days' prior written notice to Provider. Upon the effective date of such termination of Lightning Law, all payment obligations related to Lightning Law licenses shall cease, but the Agreement and all other Applications shall remain in effect in accordance with their terms.

2. Additional Applications. As of the Sixth Amendment Effective Date, the following Applications are added to the Agreement:

LIGHTNING LAW'S TECHNOLOGY

Lightning Law's Technology is used for privileged attorney-client communication and document sharing and annotating between incarcerated end users and their attorneys. Lightning Law's Technology is not intended to be a replacement for other forms of communication, such as attorney-client privileged mail or phone calls and in-person visits but may be a supplement to these forms of communication. Provider recommends that Customer continues to allow such other forms of communication to ensure timely communication between incarcerated end users and their attorneys in the event of any disruption due to a technological failure interfering with an incarcerated end users' ability to communicate with their attorney.

Application Cost. Lightning Law will be provided by Provider to Customer on a per licenses basis. Customer hereby agrees to subscribe to 150 licenses at \$5.00 per license per month, plus any applicable taxes and fees, for the Term of the Agreement. Such amounts shall be paid by Customer to Provider on a monthly basis and will be invoiced to the Customer. Any late payment may accrue interest at 12% per annum which shall be cumulative and assessed once per quarter until the date of payment thereof and may accrue and be added to any balance of unpaid amounts subject to late payment.

Licenses will be assigned to incarcerated end users at the Customer facility at the Customer's discretion; however, only one user may use each license at a time. Customer may re-issue a license if an incarcerated end user is released or if their license is otherwise revoked. Customer must ensure that a new user does not have access to a prior user's information upon reissuance of a license.

Customer hereby agrees to the Terms of Use for Correction Facilities ("Terms of Use") attached hereto as Attachment A and made a part hereof and will execute such Terms of Use upon execution of this Sixth Amendment.

3. Tablet Warranty and Inventory Addendum. The Tablet Warranty and Inventory Addendum attached to this Sixth Amendment, replaces the Tablet Warranty and Inventory Addendum attached to the Fourth Amendment and it is incorporated into the terms and conditions of the Agreement by this reference.

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

EXECUTED as of the Sixth Amendment Effective Date.

<p><u>CUSTOMER:</u> Weber County Correctional Facility, UT</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p><u>PROVIDER:</u> Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
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TABLET WARRANTY AND INVENTORY ADDENDUM

1. **Warranty and Disclaimer.** Provider agrees to repair and maintain the tablets in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. EXCEPT AS SPECIFICALLY SET FORTH IN THIS ADDENDUM, THE TABLETS ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.
2. **Breakage.** Provider is not responsible for the cost of any repair, maintenance, replacement or other costs incurred by Provider in performing any repair, maintenance, replacement or other costs associated with damage to tablets due to modification or attempted modification (of hardware or software), destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar breakage, or for the cost of lost tablets (collectively, "Breakage"). Customer agrees that End Users (defined as the person the tablet has been assigned to) shall be responsible for the cost of such Breakage; including but not limited to replacement cost which is currently up to \$129.99, plus any applicable handling and restocking fees. Such charges will be billed to the End User, and the Customer will deduct such amounts from the applicable End User's trust account and remit to Provider, or Provider may, as allowed by applicable law or regulation, deduct such amounts from the applicable End User's Securus Debit account. Should an End User not have sufficient funds to pay for Breakage, the End User will not be issued a new or replacement tablet until the amount that has been billed to the End User has been paid to Provider, and, as allowed by applicable law or regulation, a lien will be placed on the applicable End User trust account by Customer and/or Securus, as allowed by applicable law or regulation, may deduct funds from the End User's Securus Debit account until Provider has been fully paid. Any exceptions to this must be documented (including the reason) and will apply toward Customer's Replenishment Allowance provided below in Section 6. Customer agrees to promptly notify Provider in writing after discovering any damage or loss due to Breakage, including which End User account such Breakage applies to and will turn in such tablets to Provider's on-site staff, or pursuant to a mutually agreed return procedure, as appropriate.
3. **Return of Tablets Upon Contract Termination/Expiration.** Upon the termination or expiration of the contract between Customer and Provider, Customer will ensure that all Provider tablets at Customer's facility(ies) are returned to Provider. Provider will give Customer instructions for the return of tablets. Customer may be billed for the replacement cost of unreturned tablets.
4. **Return of Tablet Upon Release.** Customer is responsible for the collection and return of the End User's tablet to Provider's on-site staff, or other mutually agreed return procedure, up to 7 days prior to the release of an End User or such End User's transfer to a different facility. Tablets may be returned to Provider's on-site staff at the designated location. If a tablet is not returned prior to release, Customer will place a lien on the End User's trust account or Provider may, as allowed by applicable law or regulation, deduct funds for the replacement cost from the End User's Securus Debit account. Any tablets that are not returned or paid for by the End User within 7 days after the release of an End User or their transfer to a different facility will count toward Customer's Replenishment Allowance provided below in Section 6. If such Replenishment Allowance has been exhausted, then Provider must be compensated for the cost of such tablet(s) before supplying additional tablets. Customer is responsible for updating its data integration files and data feeds to provide Provider with accurate information regarding the current population for provisioning. Provider may request reports from Customer regarding the release and transfer status of its population for reconciliation at any time.
5. **Return of Unused Tablets.** Customer is responsible for the collection and return of any tablets that are not actively used. Such non-utilization will be determined by Provider monthly (or more frequently as outlined in the site-specific procedures) based on usage reports ran by Provider. Provider will provide a list to Customer of any tablets not actively used. Customer will either ensure any such device that is not actively used is made active (synced or put into use on Provider's network) or collect such device and return it to Provider. If any unutilized tablets are not made active or returned to Provider, such tablet(s) will count toward Customer's Replenishment Allowance provided in Section 6 below.
6. **Replenishment Allowance:** Customer will be provided with a 10% tablet replenishment allowance based on ADP reported as required under the 2024 FCC Order (the "Replenishment Allowance"). Customer may receive free of charge tablets issued less a.) the number of tablets in active use; and b.) the number of tablets that have been returned in Working Order (as determined by Provider) or paid for up to the Replenishment Allowance. For purposes of this clause, Working Order means a tablet that has not suffered damage due to modification or attempted modification (of hardware or software), destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar behavior. This Replenishment Allowance can be used toward tablets that are replaced due to Breakage or any other reason. Once the Replenishment Allowance has been used for any applicable year, Provider must be paid for any additional tablets that are issued at replacement cost. This Replenishment Allowance is applied by Customer. The Replenishment Allowance

rate will be adjusted annually on June 1 based on ADP reported by Customer. Customer may request an adjustment to its Replenishment Allowance based on unexpected ADP changes. Customer may be required to provide supporting information regarding such request.

7. Tablet User Fee. A one-time tablet enrollment fee of up to \$5.00 may be assessed to each End User. Additionally, a monthly tablet content subscription fee of \$5.00 will be assessed against each End User. Such amounts will be billed to End Users and the Provider may, as allowed by applicable law or regulation, deduct funds from the End User's Securus Debit account, or Customer will deduct such amounts from End User accounts and remit to Provider. Should an End User fail to pay the tablet content subscription fee, select tablet applications for the applicable tablet(s) may be disabled by Provider until all past due tablet content subscription fees for such End User account have been paid. Not all tablet applications may be available without a content subscription, and Provider has the right to determine which applications are included in the bundled tablet content subscriptions. Non-payment may also result in tablet collection, depending upon the agency-specific agreement.

Notwithstanding the foregoing, Provider will not disable the Lightning Law application solely due to non-payment of tablet content subscription fees, so long as the applicable Lightning Law license fee for the End User is being paid by Customer

EXHIBIT A - Terms of Use for Corrections Facilities

Last Modified: May 29, 2025

1. Acceptance of the Terms of Use.

BEFORE YOU USE THIS SOFTWARE, YOU MUST READ AND AGREE TO THESE TERMS OF USE, WHICH INCLUDE A LIMITATION OF LIABILITY CLAUSE IN SECTION 16, DISPUTE RESOLUTION PROVISIONS IN SECTION 19, AND A CLASS ACTION WAIVER IN SECTION 20. YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND THE DISPUTE RESOLUTION PROVISIONS UPON YOUR ACCEPTANCE.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORRECTIONS FACILITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH CORRECTIONS FACILITY TO THIS AGREEMENT. BY CLICKING THE BOX NEXT TO THE STATEMENT "I AM OVER THE AGE OF 18 AND I HAVE READ AND ACCEPT THESE TERMS AND CONDITIONS" YOU ARE INDICATING THAT YOU ARE OVER THE AGE OF 18 AND CONSENT TO THESE TERMS OF USE. DO NOT CLICK THE BOX UNTIL YOU HAVE COMPLETELY READ THROUGH THESE TERMS OF USE.

WE MAY REVISE AND UPDATE THESE TERMS OF USE FROM TIME TO TIME AS DESCRIBED IN SECTION 23.

These terms of use are entered into by and between you (on behalf of the corrections facility you represent) and Lightning Law Technologies, Inc. a Delaware corporation ("**Company**," "**we**," or "**us**") and Securus Technologies, LLC and its parent and affiliate entities (together, the "**Tablet Provider**"). The Tablet Provider provides devices to incarcerated individuals with which incarcerated individuals will be communicating with their attorneys by using the Software. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms of Use**"), govern your access to and use of the Company's software application called Lightning Law (the "**Software**") including any content, functionality, and services offered on or through Lightning Law.

Lighting Law Technologies, Inc. has its principal place of business address at 100 Easy Street, #1127, Carefree, AZ 85377. Securus Technologies, LLC has its principal place of business at 5630 Legacy Drive, Suite 300, Plano, TX 75034.

2. Binding Legal Agreement.

By clicking that you accept to these Terms of Use, you accept and agree to be bound and abide by these Terms of Use, our Privacy Policy, our Website Terms of Use, Acceptable Use Policy, Commerce Policy, and DMCA Policy (collectively, "Other Policies"), which are all incorporated herein by reference. They are available by hyperlink by clicking on the name of the Policy or Term. References to the "Website" in our Other Policies are hereby deemed to also refer to the "Software." Terms and conditions regarding the "Website" shall also apply to the Software as though the Software was the Website. In the event of a conflict between these Terms of Use and any of Lightning Law's Other Policies, these Terms of Use will govern.

3. Important Definitions.

For purposes of the Lightning Law Policies, the terms "user" and "you" refer to you. The term "Your User Content" refers to any content, such as written information or input, generated by you in our Software. The term "User Content" refers to images, videos, documents, signatures, annotations, text like messages or written information or audio like voice recordings that have been shared with incarcerated users by their attorney or agent of their attorney in the Software. The "Software" refers to the Lightning Law platform which is used for privileged attorney client communication and document sharing and annotating. The term "Website" refers to the Lightning Law website where you will gain access to your legal documents post incarceration.

4. Your Representations and Responsibilities.

By accepting these Terms of Use, you are representing and warranting to us that (i) you are 18 years of age or older, (ii) you are a person authorized to enter this agreement on behalf of a corrections facility.

You are responsible for making reasonable, good-faith efforts to verify that attorneys requesting access to their clients who are incarcerated individuals through the Software are (i) properly licensed attorneys in the jurisdiction in which they are practicing, (ii) in good standing with the bar of the jurisdiction in which they are practicing, (iii) have a bona fide attorney/client relationship with the inmate with whom they are requesting to connect, and (iv) have a bona fide need to connect with the inmate with whom they are requesting to connect with at the time they request access to the individual through the Software. For attorneys employed by or under contract with a public defender office or other defense organization that has entered into an agreement with you or with us to manage such verification, you may

rely in good faith on that office's or organization's representations regarding licensure, standing, and attorney-client relationships.

You are responsible for approving or denying requests for a particular attorney to access a particular client through the Software, and you may rely in good faith on information provided by attorneys, their firms, defender organizations, and courts when making those decisions. Neither we nor the Tablet Provider verifies attorneys' status, nor do we or the Tablet Provider verify attorney/client relationships between the requesting attorney and the client. Requests made through the Software are made solely by the requestor, and neither we nor the Tablet Provider make any representations regarding requests, including the accuracy, timeliness, or completeness of any request. Approvals and denials of such requests may be shared between facilities and neither we nor the Tablet Provider make any representations regarding the accuracy, timeliness or completeness of such approvals or denials.

By accepting these Terms of Use, you are also agreeing not to limit the exchange of attorney-client communications solely to use of the Software. Stated differently, you agree to continue providing other avenues for the sending and receiving of legal mail by incarcerated individuals and their attorneys, such as, for example, traditional mail, in-person consultation, and/or attorney phone calls.

5. Attorney/Client Privilege.

Legal communications between an attorney and client may be protected by attorney/client privilege. Using the Software in a space where others can hear or see the screen may waive attorney/client privilege. It is your responsibility to take reasonable steps to provide incarcerated individuals with physical and/or technological circumstances at the times they communicate with their attorneys that allow clients to maintain their attorney/client privilege, consistent with facility safety and security requirements. This means you must, to the extent reasonably practicable, provide incarcerated individuals with as much privacy as is consistent with safety and security while using the Software, and facility staff shall not intentionally listen to or read the substance of privileged communications. The facility may maintain normal visual supervision of incarcerated individuals using the Software for institutional security purposes. Neither we nor the Tablet Provider are responsible for any waiver of attorney/client privilege caused by the physical circumstances under which you allow incarcerated individuals to operate the Software.

You may not access any User Content on the Software as your access to any User Content would violate the attorney/client privilege. The term "User Content" refers to any content, such as text, signatures or annotations generated by the incarcerated individual in our Software. It also includes images, videos, documents, signatures, annotations, text, or audio that has been shared with the incarcerated individual by their attorney or staff member of their attorney in our Software.

The Software is not designed to allow you any access to User Content, and you shall not attempt to gain access to any User Content.

6. Providing Access to Legal Documents Upon Release or Transfer.

When an incarcerated user is released or transferred to another facility, it is your responsibility to indicate this through the Software. Upon notification of release, your facility will receive an email that it is your responsibility to print out and provide to the individual upon release that explains how they may access their User Content after release. User Content will be available for three years after release for viewing, downloading, or printing.

When you indicate through the Software that the incarcerated individual has been transferred to another facility, it is your responsibility to provide us, in the Software, with the name and contact information of the person at the next facility who is responsible for legal mail. They will receive information upon transfer that explains how they can provide access to User Content to the incarcerated individual during the remainder of their incarceration at their facility. If the next facility is a Lightning Law subscriber, the individual will continue to have the tools and features available in the Software. If it is not a subscriber to the Software, the incarcerated individual may only be able to view their documents on a shared computer, and the next facility will decide whether they will allow the incarcerated individual to print or download the incarcerated individual's legal documents.

When you indicate through the Software that the incarcerated individual has been transferred to another facility or released, their attorney will no longer be able to communicate with that individual at your facility through our Software. The status of approval will be changed to "N/A."

WHILE WE FACILITATE ATTORNEY-CLIENT COMMUNICATIONS, NEITHER THE COMPANY NOR THE TABLET PROVIDER ARE A LAW FIRM AND NEITHER PROVIDE ANY LEGAL ADVICE.

The content, features, and services offered through the Software are general and intended to be informative in nature, may not reflect all recent legal developments, and may not apply to the specific facts and circumstances of any particular situation and so you should not rely on them without consulting an attorney. We, the Tablet Provider and our respective affiliates and representatives, as well as their editorial staffs are not a law firm, do not represent or advise clients in any matter, and are not bound by the professional responsibilities and duties of a legal practitioner. Nothing in the content, features, or services available on or through the Software, nor any receipt or use of such content, features, or services, is intended to be or shall be construed as advertising or solicitation by us or the Tablet Provider to provide any legal services, creating any attorney-client relationship, or providing any legal representation, advice or opinion whatsoever on behalf of us, our affiliates and representatives, or their editorial staffs or any law firm, lawyer or other independent contributor of articles or other materials to the content, features, and services on the Software, including any User Content.

7. Accessing the Software and Account Security.

We reserve the right to remove or modify access to incarcerated individuals or to withdraw or amend the Software, and any service or material we provide on the Software, in our sole discretion without notice. Neither the Company nor the Tablet Provider will be liable if for any reason all or any part of the Software is unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts of the Software or the entire Software.

You are responsible for making all arrangements necessary for you to have access to the Software, including obtaining access to the internet.

To access the Software or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Software that all the information you provide on the Software is correct, current, and complete. You agree that all information you provide to register with the Software or otherwise, including, but not limited to, through the use of any interactive features on the Software, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Software or portions of it using your username, password, or other security information. You agree to notify us immediately at support@lightning.law of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. Neither Lightning Law nor the Tablet Provider will be liable for damages or losses whatsoever caused by any unauthorized use of your user account or access you allow or make possible. To the fullest extent permitted by law, you will be liable for all damages and losses incurred by us, the Tablet Provider, or others due to such unauthorized use.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use. You agree not to access the Software from outside the United States and understand that doing so may violate export control laws of the United States or another country.

8. Intellectual Property Rights.

The Software and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use this Software to facilitate communication between inmates and their attorneys. You must not (i) reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Software, (ii) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof, or (iii) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notice from the Software, including any copy thereof.

No right, title, or interest in or to the Software or any content on the Software is transferred to you, and all rights not expressly granted are reserved by us. You hereby grant us a perpetual, non-exclusive, royalty free, worldwide, assignable, sublicensable license to use, display, record, store, reproduce, publicly perform, distribute, transmit, upload, download, remix, excerpt, modify, adapt, transcode, translate, transcribe, publish, and create derivative works from any content that you input into the Software solely for the purpose of providing the Software and its services, features, and functionality to you or for complying with any obligations we have under any applicable law, including backups of Software or records retained of the Software made in our normal course of business. You acknowledge and agree that this license permits us to make User Content available to third-party service providers through which we have a contractual arrangement to provide elements of the Software to you, such as cloud storage and media processing vendors, payment processors, and customer support managers and to other Software users for such purposes as are permitted by our Software's features and services. You further acknowledge and agree that this license permits court reporters to use certain User Content to create and sell transcripts through the Software or our website.

Notwithstanding the above, we do not view or monitor nor have access to User Content, nor do we access User Content absent a subpoena. User Content is not accessible to the Tablet Provider.

9. Trademarks.

Our Company name, Software name, and all related names, logos, product and service names, designs, and slogans are our trademarks or trademarks of our affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

10. Prohibited Uses.

You may use the Software only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Software:

- For any purpose other than to facilitate communication between inmates and their attorneys in furtherance of their current legal representation.
- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that is not related to present legal representation of inmates.
- To transmit, or procure the sending of, any advertising or promotional material including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate us, or the Tablet Provider, an employee of ours or the Tablet Provider's, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Software, or which, as determined by us, may harm us or users of the Software, or expose them to liability.
- In any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Software, including their ability to engage in real time activities through the Software.
- To aid, facilitate, incite, encourage illegal activity, communicate with incarcerated persons other than for the purpose of legal representation, or in connection with any illegal activity.

You agree not to:

- Allow anyone besides yourself to interact with the Software.
- Use any robot, spider, or other automatic device, process, or means to access the Software for any purpose, including monitoring or copying any of the material on the Software.
- Use any manual process to monitor or copy any of the material on the Software, or for any other purpose not expressly authorized in these Terms of Use.

- Use any device, software, or routine that interferes with the proper working of the Software.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Software, the server on which the Software is stored, or any server, computer, or database connected to the Software.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Invite a minor child to participate in a legal proceeding or otherwise use or access our Software without first obtaining legally sufficient authorization as required by law and our policies, including our Website Terms of Use.
- Limit other methods of attorney-client communication such as in person meetings, telephone calls or US Mail, in sole reliance upon the Software.
- Otherwise attempt to interfere with the proper working of the Software.

You agree that access from corrections staff must only be granted to entities (person or non- person) following the Principle of Least Privilege, the practice that individuals should have access to only IT Resources and functions required to perform their stated duties.

When a role or affiliation is modified or terminated, or access is no longer required, you agree it is your responsibility to notify Lightning Law, specifically mary@lightning.law or support (through our website or platform), as applicable, of the status change.

All provisioning and deprovisioning requests are kept in Lightning Law's ticketing system to enable an appropriate review of compliance with this policy.

We do not use centrally managed services (e.g., Central Authentication Service) or have an automatic provisioning/deprovisioning process in place. All staff must be manually provisioned/deprovisioned by Lightning Law.

You agree to contact us when it is necessary to modify an individual's account access due to a qualifying event as defined by your facility. Typical qualifying events include:

1. Change in role/position
2. Transfer to another department
3. Retirement
4. Non-working Leave of Absence
5. Employee's job duties no longer require access to certain services or environments.

11. User Content.

"User Content" is defined in Section 3 and refers to any content, such as text like messages or written information, signatures or highlighting or other annotations generated by incarcerated individuals in our Software. It also includes images, videos, documents, signatures, annotations, text like messages or written information or audio like voice recording that has been shared with them by their attorney or agent of their attorney in the Software. "Your User Content" is also defined as any content, such as written information or input, generated by you in our Software.

The Software allows attorneys and clients to share legal documents and other information and materials related to legal representation. We are not responsible for the accuracy or completeness of any materials input into the Software by any user, including account registration details. We do not review User Content or Your User Content, are not responsible for User Content or Your User Content and make no warranties of any kind about User Content or Your User Content. Any reliance you place on Your User Content is strictly at your own risk. Neither the Company nor the Tablet Provider provides backup of Your User Content and neither the Company or the Tablet Provider are responsible for any loss or deletion of Your User Content or User Content.

We do not keep a backup of requests for meetings, approval or denial of meetings, or schedules of meetings. We have the right, but not the obligation, to remove any of Your User Content that we deem, in our sole discretion, violates these Terms of Use, such as by infringing the intellectual property rights of any party, could create any liability for the Company or the Tablet Provider, or threatens the safety of users or others.

12. In Case of Problems or Disagreements.

The Company and the Tablet provider has the right to:

- Take legal action and inform law enforcement if we have reason to believe that you are using the Software in an illegal or unauthorized manner. If we take these actions, we may include your identity and other information we have related to your account.
- Terminate or suspend your access to all or part of the Software for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order, or other legal process requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Software. YOU WAIVE AND HOLD HARMLESS THE COMPANY, TABLET PROVIDER AND THEIR RESPECTIVE PARENTS, AFFILIATES, REPRESENTATIVES, EMPLOYEES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY OR THE TABLET PROVIDER DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY, THE TABLET PROVIDER OR LAW ENFORCEMENT AUTHORITIES.

You understand and agree that we may, in our sole discretion, use a third-party service or by doing so ourselves, monitor and record any communications between you and our employees, contractors, representatives, or agents for purposes of quality control and for our own protection. If you do not consent to the recording of telephone or video calls by us, your only remedy is to not engage with us by such means.

13. Links from the Software.

If the Software contains links to other websites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Software, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

14. Risk of Use.

You agree that you are using the Software, including any content, features, and services within the Software, at your sole discretion and risk.

15. Disclaimer of Warranties.

You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Software for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, LIGHTNING LAW AND THE TABLET PROVIDER WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SOFTWARE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SOFTWARE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE IS AT YOUR OWN RISK. THE SOFTWARE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY, THE TABLET PROVIDER, NOR ANY PERSON ASSOCIATED WITH THE COMPANY OR TABLET PROVIDER MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY, TABLET PROVIDER NOR ANYONE ASSOCIATED WITH THE COMPANY OR TABLET PROVIDER REPRESENTS OR WARRANTS THAT THE SOFTWARE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SOFTWARE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. NEITHER THE COMPANY OR TABLET PROVIDER INSURE, WARRANT OR GUARANTY TIMELY COMMUNICATION BETWEEN ATTORNEYS AND USERS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY AND TABLET PROVIDER HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. THE WEBSITE TERMS OF USE INCLUDE ADDITIONAL DISCLAIMERS.

16. Limitation on Liability.

LIGHTNING LAW AND THE TABLET PROVIDER ASSUME NO LIABILITY OR RESPONSIBILITY FOR, AND IN NO EVENT SHALL OUR RESPECTIVE AFFILIATES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING THOSE THAT RESULT FROM ANY: (A) ERRORS, OMISSIONS, MISTAKES, OR INACCURACIES, INCLUDING IN ANY USER CONTENT; (B) REMOVAL OF CONTENT FROM THE SOFTWARE THAT WE BELIEVE VIOLATES THESE TERMS OF USE; (C) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM OR RELATED TO ACCESS TO OR USE OF THE SOFTWARE; (D) UNAUTHORIZED ACCESS TO OR USE OF SERVERS OWNED OR USED BY US, OR THE PERSONAL INFORMATION, FINANCIAL INFORMATION OR ANY OTHER DATA OF OURS OR ANY OTHER USER STORED THEREIN OR ACCESSED THROUGH THE SOFTWARE; (E) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SOFTWARE, INCLUDING BUT NOT LIMITED TO TIMELINESS OF COMMUNICATION BETWEEN A USER AND ATTORNEY OR ANY BUSINESS INTERRUPTION; (F) LOSS OR FAILURE TO RETAIN OR PROTECT ANY USER INFORMATION, PERSONAL INFORMATION, USER CONTENT OR COMMUNICATIONS; (G) USER INABILITY OR FAILURE TO PERFORM OR CONDUCT WORK OR TO PERFORM SUCH WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY US OR TABLET PROVIDER; (H) DECISION MADE OR ACTION TAKEN IN RELIANCE UPON THE AVAILABILITY OF OR CONTENT MADE AVAILABLE THROUGH THE SOFTWARE; (I) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SOFTWARE; (J) LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR INFORMATION POSTED, EMAILED, TRANSMITTED, DOWNLOADED, UPLOADED, OR OTHERWISE MADE AVAILABLE THROUGH OR AS A RESULT OF THE SOFTWARE, INCLUDING USER CONTENT; (K) VIOLATION OF APPLICABLE EXPORT CONTROL LAWS OR REGULATIONS; (L) USER INABILITY OR FAILURE TO OBTAIN PRIOR VERIFIED PARENTAL CONSENT FOR A MINOR CHILD'S PARTICIPATION IN A LEGAL PROCEEDING; OR (M) FACILITY OR AGENCY MAIL POLICY, INCLUDING ANY CONSTITUTIONAL CLAIMS RELATING TO A FACILITY OR AGENCY'S LEGAL MAIL RULES AND REGULATIONS.

THIS LIMITATION OF LIABILITY SHALL APPLY WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE OR THE TABLET PROVIDER ARE ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

FURTHER, THE MAXIMUM CUMULATIVE LIABILITY OF LIGHTNING LAW AND THE TABLET PROVIDER AND THE EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO USE OF OR ACCESS TO THE SOFTWARE, INCLUDING ANY OF THE FOREGOING WILL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES WE ACTUALLY RECEIVE FROM YOU (EXCLUSIVE OF ANY PAYMENTS RELATED THERETO WHICH WE TRANSMIT TO OTHER USERS), IN THE SIX MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH CLAIM.

FOR THE AVOIDANCE OF DOUBT, YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER LIGHTNING LAW NOR THE TABLET PROVIDER WILL BE LIABLE FOR ANY USER CONTENT OR ANY DEFAMATORY, MISLEADING, INFRINGING, OR OTHERWISE OFFENSIVE OR ILLEGAL STATEMENT OR CONDUCT OF ANY USER OR THIRD PARTY, AND THAT BY USING OR ACCESSING OUR SOFTWARE, THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

17. Indemnification.

To the extent permitted by applicable law, each party shall be solely responsible for the negligent or wrongful acts or omissions of its own officers, employees, agents, and representatives. Nothing in these Terms of Use shall be construed to require you, as a corrections facility or governmental entity, to defend, indemnify, or hold harmless Lightning Law, the Tablet Provider, or any other person or entity, nor to require Lightning Law or the Tablet Provider to defend, indemnify, or hold harmless you or any corrections facility. Any indemnification obligations that might otherwise be implied are hereby disclaimed, and each party shall bear its own costs and expenses in connection with any claims arising out of its own conduct, to the extent required or permitted by applicable law.

18. Governing Law and Jurisdiction.

All matters relating to the Software and these Terms of Use, and any dispute or claim arising therefrom or related thereto, shall be governed by and construed in accordance with the laws specified in, and the dispute resolution procedures set forth in, Section 19.

19. Dispute Resolution.

THIS AGREEMENT REQUIRES THE USE OF INFORMAL DISPUTE RESOLUTION, SMALL CLAIMS COURT, OR LITIGATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN CLASS ACTIONS.

- a. Definition of Dispute.** The term "Dispute" means any dispute, action, claim, or other controversy between you and us or between you and the Tablet Provider, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. Dispute will also include any dispute, action, claim, or other controversy between you and the Tablet Provider or you and us that arises from or is related to the Software. Dispute will be given the broadest possible meaning allowable under law.
- b. Informal Dispute Resolution.** Any party asserting a Dispute shall first attempt to resolve it in good faith by providing written notice as specified below to the other party describing the facts and circumstances, attaching any relevant documentation, and allowing the receiving party 30 days to respond. Notice to either the Tablet Provider or to us shall be made by either: in the case of a Dispute against the Tablet Provider, (1) mailing a letter via first class or registered mail to Securus Technologies, LLC, Attn: Legal Department, 5360 Legacy Drive, Suite 300, Plano, TX 75024, which begins with the words "Notice of Informal Dispute Resolution Attempt Re Lightning Law" or (2) by email to legalnotice@securustechnologies.com, with the subject line stating "Attn: Legal Department, Notice of Informal Dispute Resolution Attempt Re Lightning Law" or in the case of a Dispute against us by (1) mailing a letter via first class or registered mail to Lightning Law, 100 Easy Street #1127, Carefree, AZ 85377 or (2) via email to legaldispute@lightning.law Attn: Legal Department which begins with the words "Notice of Informal Dispute Resolution Attempt."

Notice to you shall be made by either: (1) sending first class or registered mail to you at the facility associated with your account that begins with the words "Notice of Informal Dispute Resolution Attempt"; or (2) by sending an email to the electronic mail address associated with your account with the subject line stating, "Notice of Informal Dispute Resolution Attempt."

You, we, and the Tablet Provider agree that this dispute resolution procedure is a condition which must be satisfied before any party initiates any small claims court action or other court action against any other party. For purposes of clarification, your submission of a support ticket or complaint, or any other notice that does not strictly comply with the notice requirements above, is not sufficient to be considered a good faith effort to resolve the Dispute in accordance with this paragraph.

- c. Small Claims Court.** Either you, we, or the Tablet Provider may elect to have a Dispute resolved in small claims court if the Dispute is an individual claim, does not seek injunctive relief, is within the jurisdictional and dollar limits of that small claims court, and is brought in a small claims court that permits representation by counsel. If a Dispute is properly filed and remains pending in an appropriate small claims court under this paragraph, no other party may require that the same Dispute between the same parties be heard in any other forum, except as required by applicable law.
- d. Mediation.** If a Dispute is not resolved through the informal dispute resolution process described in subsection (b), and is not resolved or brought in small claims court as described in subsection (c), the parties shall submit the Dispute to non-binding mediation before a mutually agreed mediator. The parties shall share the mediator's fees equally. Mediation shall take place in Utah, unless the parties mutually agree otherwise.

e. Litigation. If mediation does not resolve the Dispute, any party may initiate litigation. Any such action shall be brought in the Second Judicial District Court for Weber County, Utah, or, if there is federal jurisdiction, in the United States District Court for the District of Utah. The parties consent to the personal jurisdiction of those courts for purposes of any such Dispute and waive any objection based on forum non conveniens.

f. Governing Law This Section 19 and any Dispute shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict-of-laws rules, except to the extent federal law preempts or controls. If any portion of this Section 19 is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Section 19, which shall continue in full force and effect.

To the extent any other agreement between you and the Tablet Provider or between you and us contains dispute resolution or arbitration provisions that are inconsistent with this Section 19, the provisions of this Section 19 will control for Disputes relating to the Software.

20. Waiver Of Right to Bring Class Actions and Representative Claims.

LIGHTNING LAW, TABLET PROVIDER, AND YOU HEREBY WAIVE THE RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR OTHER REPRESENTATIVE LAWSUIT OF ANY KIND. ALL DISPUTES, PAST, PRESENT, AND FUTURE, AND REGARDLESS OF THE DATE OF ACCRUAL OF SUCH DISPUTE, SHALL BE HEARD ON AN INDIVIDUAL BASIS.

The scope, validity, effect, and enforceability of this agreement's waiver of (i) class action lawsuits, (ii) representative or class-wide claims, (iii) private attorney general claims, or (iv) any requests for public injunctive relief, are to be determined solely and exclusively by the Second Judicial District Court for Weber County, Utah, or the United States District Court for the District of Utah, and not by any other court or tribunal.

21. Waiver and Severability.

No waiver by the Company or the Tablet Provider of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company or Tablet Provider to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

22. Term and Survival.

Unless these Terms of Use are replaced as provided in the section entitled "Changes to the Terms of Use" below, this agreement is effective from the date you accept until your user account has been deactivated and deleted and all User Content related to your account has been deleted. The following terms shall survive termination or expiration "Intellectual Property Rights," "Risk of Use," "Disclaimer of Warranties," "Limitation of Liability," and "Indemnification," along with any other terms that by their nature must survive in order to give effect to their provisions.

23. Changes to the Terms of Use.

We may revise and update these Terms of Use from time to time in our sole discretion. Any revised Terms of Use will be made available to you before they become effective. If you are a private, non-governmental corrections facility, you may be required to click to accept any updated Terms of Use the first time you login after the update has taken place, and your continued use of the Software after such acceptance will constitute your agreement to the updated Terms of Use.

If you are a governmental entity that, under applicable law or internal policy, requires formal written approval to amend contracts, any material change to these Terms of Use that affects your rights or obligations will become effective only when approved in accordance with that formal process (for example, through a signed written amendment). In such cases, the act of any individual staff member clicking "accept" or similar language shall not, by itself, amend or modify these Terms of Use as between us and your entity.

24. Entire Agreement.

The Terms of Use, the Dispute Resolution provisions in Section 19, our Other Policies incorporated herein, and any agreement, amendment, statement of work or other agreement to which these Terms of Use are attached constitute the sole and entire agreement between you, us and the Tablet Provider regarding the Software and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Software.

EXECUTED as of the Sixth Amendment Effective Date.

<u>CUSTOMER:</u> Weber County Correctional Facility, UT By: _____ Name: _____ Title: _____ Date: _____	<u>PROVIDER:</u> Securus Technologies, LLC By: _____ Name: _____ Title: _____ Date: _____
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