

## FIFTH AMENDMENT TO THE MASTER SERVICES AGREEMENT WEBER COUNTY, UT (A004541)

This **FIFTH AMENDMENT** ("Fifth Amendment") is effective as of the last date signed by either party ("Fifth 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, 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 Fifth Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This Fifth Amendment shall commence on the Fifth 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.
2. Video Calls. As of the Fifth Amendment Effective Date, Provider will convert Securus Video Connect customers to Video Connect, Provider's new video call application that allows for pay per minute video calls. Upon conversion to Video Connect, Provider will charge a video call rate of \$0.25 per minute to the incarcerated end user, plus applicable taxes, tariffs, and fees, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country. Video call rates may be increased by Provider to comply with federal or state regulation if Customer ADP significantly increases.
3. Account Activator replaces AdvanceConnect Single Call. Account Activator, which replaces AdvanceConnect Single Call, allows the incarcerated end user to call a third-party number that does not have an AdvanceConnect account or who does not have sufficient balance in his or her account to complete a call at no cost for a brief conversation. Account Activator then allows the third-party to set up an AdvanceConnect account or to add funds to a low or no balance account to place future calls by connecting the third-party to Provider's Interactive Voice Response (IVR) and either set up a billing method or add funds, respectively. After the initial brief no cost call, the incarcerated end user is requested to call later while an account is set up for the third-party. Provider will set parameters to offer third party no cost calls.
4. Advanced TRS. In September 2022, the Federal Communications Commission released the Fourth Report and Order in WC Docket No. 12-375 ("FCC TRS Order"), which requires all providers of communication services for incarcerated end users to provide, in addition to traditional Teletypewriters (TTY) and Speech-to Speech services, those incarcerated end users with a communication disabilities access to Telecommunications Relay Services ("TRS") and related communication services (collectively, "Advanced TRS") at each correctional facility in a jurisdiction with an average daily population of 50 or more incarcerated end users, except where the correctional authority overseeing a facility prohibits that access. For this reason, Provider requires Customer to select the following Advanced TRS services from the table below (check the box for each services, or check the last box to decline any services at this time:

<u>Advanced TRS</u>	<u>Description</u>	<u>Check Box</u>
Video Relay service and Point to Point Video service	Provides a way to communicate using American sign language (ASL) or Spanish sign language (LSE) and an interpreter through video equipment or allows direct video communication using ASL / LSE	
IP Relay*	Provides a way to communicate using text and an interpreter through internet-enabled equipment	
IP-Captioned telephone service*	Provides a way to communicate through live captioning on internet-enabled equipment	
Customer does not wish to implement any Advanced TRS services at this time		<b>X</b>

\*Customer agrees to sign the corresponding forms as provided to Customer by Provider with no alteration to the form's content whatsoever.

TRS Device Limited Warranty. Provider will provide the agreed upon number of TRS devices and related equipment (collectively, the "TRS Device") during the terms of the Agreement. Provider agrees to repair and maintain such TRS Device in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. Notwithstanding the foregoing, Provider is not responsible for any Breakage, as defined in the Warranties and Disclaimer Section of the Agreement, and Customer shall be responsible for the cost of such Breakage, including, but not limited to replacement costs. Customer will be charged for repair costs incurred due to Breakage, up to the amount of replacement of the TRS Device. Such charges will be invoiced to the Customer. Customer agrees to promptly notify Provider in writing after discovering any damage due to Breakage. Provider will have no obligation to repair or maintain such TRS Device, if the TRS Device is, without Provider's knowledge and approval, interfaced with other devices or software owned or used by Customer or a third party, or if the TRS Device is otherwise damaged as a result of Customer's actions.

5. Compliance with FCC Regulations. In 2024, the Federal Communications Commission published the *Incarcerated People's Communication Services; Implementation of the Martha Wright-Reed Act: Rates for Interstate Inmate Calling Services*, WC Docket Nos. 23-62 & 12-375, FCC 24-75 (rel. July 22, 2024) (the "2024 FCC Order") which, among other things, lowered the rates for voice and video calls and prevented providers from paying cash or in-kind commissions out of revenue regulated by the FCC. On June 30, 2025, the FCC published an order (the "Waiver Order") extending the compliance dates of the following requirements of the 2024 FCC Order to April 1, 2027: new caps on voice and video calls, the prohibition against cash or in-kind commissions, and the requirement that providers offer video calls on a per-minute basis. The parties acknowledge that the 2024 FCC Order and the Waiver Order requirements impact, among other things, maximum calling rates, the charging of ancillary and other fees, commissions that can be paid to agencies, the types of allowable reimbursement payments that can be made to agencies, and the types of in-kind services providers may not offer to agencies. The Agreement includes terms to comply with the current Waiver Order. There is the potential for its requirements to change during the Term of the Agreement. If any such changes occur during the Term of Agreement, the parties agree to work together in good faith to agree to appropriate changes to address such changes. Additionally, current FCC regulations do not allow Provider to charge ancillary service charges on transactions involving voice and video calls. If the FCC allows Provider to charge ancillary service charges on transactions involving voice and video calls in the future, Customer agrees that, upon a 30 days' written notice, Provider may charge such fees, up to the maximum amount allowed by the FCC, without the need for further contract amendment or customer approval. Customer may terminate the Agreement without penalty if Customer does not agree to these new charges.

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

EXECUTED as of the Fifth Amendment Effective Date.

<u>CUSTOMER:</u> Weber County Correctional Facility, UT  By: _____ Name: _____ Title: _____ Date: _____	<u>PROVIDER:</u> Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)  By:  Name: <u>Kevin Elder</u> Title: <u>President</u> Date: <u>1/13/2026</u>
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