

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

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

1. Term. This Fourth Amendment shall commence on the Fourth Amendment Effective Date and shall remain in effect through the term of the Agreement. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
2. STC Update. As of the Fourth Amendment Effective Date, the following Application is added to the Agreement:

### **SECURUS TEXT CONNECT**

**DESCRIPTION:** Securus' Text Connect Application ("STC") allows for two-way electronic communication (up to a maximum of 160 characters per message) between friends and family and an incarcerated individual, similar to mobile phone text functionality. Friends and family send and receive messages using the Securus mobile app and must have a free Securus Online account to access. Incarcerated individuals access the STC functionality through Provider's tablets. Provider will provide STC at no cost to Customer. STC includes an integrated agency interface as part of NextGen SCP that Customer can utilize to monitor communications and otherwise administer the STC product. STC messages will be accessible to the incarcerated individual for a period of 60 days, but available to Customer for up to 60 months; Customer is solely responsible for preserving any messages beyond that storage period by downloading them to a separate storage medium.

**Word Alert (STC) Description:** Securus Word Alert is a safety, security, and investigative feature of the NextGen Secure Communications Platform that allows investigators to search text transcripts for specified words and phrases. It also enables investigators to request English translations of transcripts that are in some other languages. Word Alert features are also available for use with phone calls and video connect sessions, however, the Word Alert functionality deployed in this Authorization is limited to STC only and does not include review of phone calls or video connect sessions. Word Alert (STC) will be deployed at Customer's option.

**COMPENSATION:** Provider will provide Text Connect at no cost to Customer. Friends and family members can purchase agency-specific text packages as follows:

| Package Pricing  |                                   |                                 |   |                                  |   | Package Usage                          |  |   |   |
|--|-----------------------------------|---------------------------------|---|----------------------------------|---|--|--|---|---|
| <b>Connects</b><br>1 Text = 10 Connects<br>1 eCard = 20 Connects | <b>Base<br/>Package<br/>Price</b> | <b>Agency<br/>% of<br/>Base</b> | <b>Agency<br/>Charge<br/>Paid To<br/>Customer</b> | <b>Trans-<br/>action<br/>Fee</b> | <b>Total<br/>Package<br/>Price<br/>(before tax)</b> | <b>Base<br/>Price<br/>Per<br/>Text</b> | <b>Total Price<br/>Per Text<br/>(before<br/>tax)</b> | <b>Base<br/>Price<br/>Per<br/>eCard</b> | <b>Total Price<br/>Per eCard<br/>(before<br/>tax)</b> |
| 500  | \$5.00                            | 0%                              | \$0.00  | \$3.75                           | \$8.75  | \$0.10                                 | \$0.18   | \$0.20                                  | \$0.35  |
| 1000   | \$9.50                            | 0%                              | \$0.00  | \$3.75                           | \$13.25   | \$0.10                                 | \$0.13   | \$0.19                                  | \$0.27  |
| 2000   | \$18.00                           | 0%                              | \$0.00  | \$3.75                           | \$21.75   | \$0.09                                 | \$0.11   | \$0.18                                  | \$0.22  |
| 4000   | \$32.00                           | 0%                              | \$0.00  | \$3.75                           | \$35.75   | \$0.08                                 | \$0.09   | \$0.16                                  | \$0.18  |

At Provider's sole option, the pricing described herein may be adjusted upon 30 days' prior written notice to Customer.

3. Investigative Products and Features Terms of Use. These terms of use specifically apply, if deployed pursuant to the Agreement, to THREADS, Investigator Pro, ICER, Word Alert, Guarded Exchange Services, National Cellular Forensics Services, Securus Digital Mail Center, and the investigative features of any other Provider product (collectively, the "Selected Applications"):

A. Customer Warranty. Customer will comply with all privacy, consumer protection, constitutional, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Selected Applications. Customer acknowledges and understands that Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the Selected Applications or the information obtained in connection therewith. Provider will have no 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 Selected Applications. To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out Customer's non-compliance with applicable laws.

B. Conditional Use of Selected Applications. 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 Selected Applications. Moreover, if Provider determines in its sole discretion that the Selected Applications and/or Customer's use thereof (1) violates the terms and conditions set forth herein; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Selected Applications and shall have no further liability or responsibility to Customer with respect thereto.

C. Accuracy of Transcription, Translation, and Analytical Services. For Selected Applications which provide transcription, translation, or analysis of communications or information, Customer understands and acknowledges that all information used and obtained in connection with such Selected Applications is provided "**AS IS.**" Customer acknowledges and agrees that speech transcription and translation is subject to unavoidable inaccuracies due to, among other things, poor audio quality, language spoken with significant accents or dialects, unfamiliar vernacular or vocabulary, or other issues which may result in transcript or translation inaccuracies. Provider does not make any representations or warranties regarding the Selected Applications' ability to identify suspicious or suggestive key words or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the Facility(s).

D. Disclaimer of Warranties. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE APPLICATIONS ARE PROVIDED "AS IS." PROVIDER AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTED APPLICATIONS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SELECTED APPLICATIONS OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER AND ITS SUBSIDIARIES 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 SELECTED APPLICATIONS OR THE UNAVAILABILITY THEREOF.

E. Limitation of Liability. PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (OR TO ANY PERSON TO WHOM CUSTOMER MAY HAVE PROVIDED DATA FROM THE SELECTED APPLICATIONS) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH THE SELECTED APPLICATIONS OR CUSTOMER'S USE THEREOF. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON PROVIDER, CUSTOMER AGREES THAT PROVIDER'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF PROVIDER IN CONNECTION WITH THE SELECTED APPLICATIONS, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, WILL NEVER EXCEED \$10,000. CUSTOMER COVENANTS AND PROMISES THAT IT WILL NOT SEEK TO RECOVER FROM PROVIDER AN AMOUNT GREATER THAN SUCH SUM EVEN IF CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

F. Indemnification. Customer is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that Customer shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act. Customer does not agree to assume the liability of or indemnify or agree to defend any person other than those specifically



enumerated in statute. Provider agrees that if it believes it has been made a party to a suit as a result of the negligence of Customer, it will file a notice of claim in accordance with Utah law.

4. Tablet Warranty and Inventory Addendum. The Tablet Warranty and Inventory Addendum attached to this Fourth Amendment is incorporated into the Agreement by this reference.

5. Inflation Adjustments. To the extent permitted by applicable law and regulation, Provider reserves the right to increase the prices described in the Agreement on an annual basis by the percentage increase in consumer prices for services during the applicable trailing 12-month period as measured by the United States Consumer Price Index or a similar index should such index no longer be published. Notwithstanding the foregoing limitation on price increases, Provider reserves the right to increase prices upon 30 days' notice in the event of a cost increase that exceeds 3% of Provider's current costs directly related to the provision of Applications under this Agreement.

6. Express Warranties and Disclaimer. Provider offers the following express warranties in connection with the telephone and video terminal hardware ("Hardware") and related services ("Services"). Additional warranties may be provided in the attached schedules:

A. Express Warranty for Hardware installed and owned by Provider. For Hardware installed and owned by Provider and provided to Customer pursuant to the Agreement, Provider agrees to repair and maintain such Hardware 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 repair, maintenance, replacement or other costs associated with damage due to destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar breakage ("Breakage"), 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 Hardware. 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 Hardware, if the Hardware 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 Hardware is otherwise damaged as a result of Customer's actions.

B. Express Warranty for Hardware purchased and owned by Customer. For Hardware purchased from Provider and owned by Customer pursuant to the Agreement, Provider warrants that such Hardware will be free from material defects under normal use, maintenance, and service for a period of 90 days from the date of sale. Provider makes no warranty with respect to low performance, damages, or defects in any such materials caused by Breakage, nor does Provider make any warranty as to any such materials that Customer has repaired or altered in any way. Customer will be charged for repair costs incurred due to Breakage, up to the amount of replacement of the Hardware. Such charges will be invoiced to the Customer. When express warranties are applicable, Provider will replace the Hardware at no cost, which is Customer's sole remedy in connection with a claim pursuant to this section.

C. Express Warranty for Services provided. Provider warrants that the Services will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider warrants that its agents and/or employees used in the performance of its obligations will be qualified to perform the Services. Should any errors or omissions arise in the rendering of the Services under this Agreement, Provider will undertake to correct such errors or omissions within a reasonable time period and in compliance with the Service Level Agreement terms stated in the Section immediately below.

D. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION OR A SCHEDULE OF THIS AGREEMENT, THE HARDWARE AND SERVICES 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.

7. Service Level Agreement. Any Service Level Agreements previously agreed to by Customer and Provider, if any, are hereby deleted in their entirety and replaced with the following: Provider will provide service for the Applications as specified at <https://securustechnologies.tech/servicelevelagreement/>.

8. Uncontrollable Circumstance. Section 15, Uncontrollable Circumstance, is hereby deleted and replaced with the following: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date; including, without limitation, any representations regarding existing and future conditions made by the Customer in connection with the negotiation and execution of this Agreement. If conditions change due to causes beyond Provider's control (including, but not limited to, a change in the scope of Provider's services; changes in rates, regulations, or operations mandated by law; material reduction in facility population or capacity; material changes in jail policy; material change in economic conditions; actions Customer takes for security reasons (e.g., lockdowns); or acts of God) which would negatively impact Provider's business, the parties mutually agree to modify the Agreement to offset the impact of such change. Such modifications may include any or a combination of an adjustment to Provider's pricing or modification of the Application offerings under the Agreement. Provider will not unreasonably exercise such right. The foregoing shall be in addition to, and without limitation of, the parties' rights and obligations set forth herein in respect of an event of Force Majeure or any other rights of Provider to adjust pricing set forth in this Agreement. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state, or local regulatory requirements and restrictions that are subject to change from time-to-time and that Provider may take any steps necessary to perform in compliance therewith.

9. Compliance with FCC Regulations. In July 2024, the Federal Communications Commission issued its final regulations implementing the Martha-Wright Reed Act (the "2024 FCC Order"). The 2024 FCC Order's 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. Certain provisions of the 2024 FCC Order will become effective during the Agreement term and would impact the economic terms that Provider is able to offer. Therefore, this Fourth Amendment is being executed with pricing for before the effective date of such provisions. Provider recognizes that the 2024 FCC Order is currently the subject of multiple legal actions and there is the potential for its requirements to change during the course of the Agreement. If any such changes occur during the term of Agreement, Provider is committed to addressing such changes appropriately with the Customer.

10. Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address:


5360 Legacy Drive, Suite 300  
Plano, Texas 75024  
Attention: General Counsel  
Phone: (972) 277-0335

Payment Address:

5360 Legacy Drive, Suite 300  
Plano, Texas 75024  
Attention: Accounts Payable  
Phone: (972) 277-0335

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

EXECUTED as of the Fourth Amendment Effective Date.

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|---|--|
| <u>CUSTOMER:</u><br>Weber County Correctional Facility, UT<br><br>By: _____<br>Name: _____<br>Title: _____<br>Date: _____ | <u>PROVIDER:</u><br>Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)<br><br><br>By: _____<br>Name: <b>Kevin Elder</b><br>Title: <b>President</b><br>Date: <b>4/23/2025</b> |
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## **TABLET WARRANTY AND INVENTORY ADDENDUM**

1. **Warranty.** 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.
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 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 5. 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 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 5. If such replenishment allowance has been exhausted, then Customer may be billed for the replacement cost for such tablet. 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 5 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. This means Customer may receive free of charge annually up to 10% of: tablets issued less the number of tablets that have been returned or paid for. This allowance can be used toward tablets that are replaced due to Breakage or any other reason. Once the 10% allowance has been used for any applicable year, Customer must pay for any additional tablets that are issued at replacement cost. This replenishment allowance is applied by Customer. The replenishment 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.

**Tablet User Fee.** A monthly tablet content fee of \$5.00 will be assessed against each End User. Additionally, a one-time tablet user fee may be assessed to each End User to be mutually agreed upon by Customer and Provider. 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 account, or Customer will deduct such amounts from End User accounts and remit to Provider. Should an End User fail to pay the tablet user fee, premium applications for the applicable tablet(s) may be disabled by Provider until all past due tablet user fees for such End User account have been paid. Not all tablet applications may be available

without a premium subscription, and Provider has the right to determine which applications are considered premium tablet applications. Non-payment may also result in tablet collection, depending upon the agency-specific agreement.