

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

This **SEVENTH AMENDMENT** ("Seventh Amendment") is effective as of the last date signed by either party ("Seventh 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 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.

WHEREAS 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.

WHEREAS On December 5, 2025, the FCC published an order in the Federal Register (the "Interim Order") which, among other things, adjusted the 2024 FCC Order rate caps to include the costs of investigative products and safety and security services as adjusted for inflation, and allowed a per-minute additive to the call rate to account for costs customers incur in allowing access to IPCS.

WHEREAS The parties now agree to further amend the Agreement in light of the Interim Order, which Provider will implement on April 1, 2026 ("the Interim Order Implementation Effective Date").

NOW, THEREFORE, as of the Seventh Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term.** This Seventh Amendment shall commence on the Seventh Amendment Effective Date and shall remain in effect through the Term of the Agreement.
2. **Voice Call Rate.** As of the Interim Order Implementation Effective Date, Provider will charge \$0.12 per minute voice call-rate to the end user, plus applicable taxes, tariffs, fees, and surcharges, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.
3. **Video Call Rate.** As of the Interim Order Implementation 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 \$0.19 per minute video call-rate to the end user, plus applicable taxes, tariffs, fees, and surcharges, in compliance with state and federal regulatory requirements.
4. **Cost Recovery.** As of the Interim Order Implementation Effective Date, any reference to commission or commission in kind (e.g., technology grants, signing bonuses, minimum annual guarantees, etc.) being paid by Provider to Customer for either voice or video call services in the Agreement is deleted and Provider will pay Customer \$0.02 per minute of both the voice and video call rates indicated above as recovery of costs incurred by Customer for allowing access to audio and video services.
5. **Recordings Storage.** Notwithstanding any previous terms in the Agreement, Provider will provide storage for voice and video recordings as follows:

- a. Voice Recordings. Provider will store voice recordings for a period of 12 months from the date the call takes place (the "Voice Storage Period"). After the Voice Storage Period has passed for a particular call, that call will no longer be available to Customer.
 - b. Video Recordings. Provider will store video recordings for a period of 30 days from the date the video takes place (the "Video Storage Period"). After the Video Storage Period has passed for a particular video, that video will no longer be available to Customer.
 - c. Customer Responsibility to Preserve Recordings. Customer is solely responsible for preserving any voice or video recordings beyond the applicable Storage Period by downloading them to a separate storage medium, and Provider shall not have any responsibility or have any liability whatsoever for Customer's failure to download and store the voice or video recordings so that they are available beyond the applicable Storage Period.
 - d. Historic Recordings. The parties understand and agree that the currently applicable storage period for voice and/or video calls may be longer than the applicable Storage Period. Customer agrees that, no sooner than 90 days after the Seventh Amendment Effective Date (the "Storage Transition Period"), all historic voice and video recordings outside the applicable Storage Period will become unavailable to Customer. **It is the sole and exclusive responsibility of Customer to download and store voice or video recordings in a separate medium during the Storage Transition Period as Customer will permanently lose access to voice and video recordings that are older than the applicable Storage Period. Provider will have no liability whatsoever for the loss of any voice or video recordings after the Storage Transition Period that are older than the applicable Storage Period.**
6. Account Activator. Account Activator, which replaced 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.
7. Regulated Applications Update. As of the Interim Order Implementation Effective Date, all Applications are updated to delete any reference to (a) commission being considered in the offering and replace the applicable sentence with the following: The Application will be provided at no cost to the Customer; and (b) commission deduction and replace the applicable sentence with the following: The Application will be payable through deduction of the Cost Recovery payment or, in the event the Cost Recovery payment earned are less than the Application cost, Customer may be sent an invoice.
8. Compensation For Non-Regulated Applications. On or about the Interim Order Implementation Effective Date, Provider will pay Customer compensation in connection with Non-Regulated Applications as described in the Agreement. Such compensation will be paid monthly, but Provider will guarantee, between the Cost Recovery Payment and the commission on non-regulated Applications, a minimum total monthly compensation of \$25,000.00. If Cost Recovery Fee and the commission on non-regulated Applications is less than the MMG, Provider will source the MMG exclusively from revenue not regulated by the FCC. If (1) the ADP levels drop or increase by more than 5% and/or (2) federal, state, or local regulatory requirements are amended in a manner which negatively impacts either party's business, the parties agree to negotiate in good faith to reduce the commissions, the monthly compensation, and the minimum annual guarantee.
9. Non-Regulated Applications Update. As of the Interim Order Implementation Effective Date, the following Applications' terms and conditions are deleted and replaced with the following sections:

TABLETS

Provider will offer personal rental tablets with premium content to the incarcerated end users. The parties will work together in good faith on a mutually agreeable implementation timeline.

Basic Content. Provider will deploy its voice call, video call, forms (grievance), handbook (.PDF), third party vendor commissary, website education (URL), videos (.MP4), self-op commissary ordering, emergency visitation, job search, messaging, and law library applications with the incarcerated end user's personal rental tablets.

Premium Content. Premium content may include, but is not limited to, songs, games, movies, and television episodes. Customer understands and acknowledges that premium content is subject to availability and may change at Provider's discretion. Premium content also may be subject to third-party licensing agreements with content providers. If Customer provides content for Provider to display on the tablets, Customer represents and warrants that it has obtained all necessary licensing and rights to display such content. Provider is not responsible and hereby disclaims any liability for any and all content of third-party applications and any documents, videos, or forms published by Customer or from outside sources.

Tablet Cost and Compensation. Provider will offer to the incarcerated end user personal rental tablets with a tablet content fee of \$7.50 per tablet per month plus applicable taxes, tariffs, fees, and surcharges. Provider will pay Customer 50% commission on the revenue earned through the rental of tablets and the purchase of content on those tablets; such commission is net of licensing and network costs and excludes applicable taxes, tariffs, fees, and surcharges. Provider will remit the payment for a calendar month to Customer on or before the 30th day after end of the calendar month ("Payment Date"). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date. The rental fee and content fees can be paid by using either Securus Debit or a tablet user account. The parties reserve the right to renegotiate the fees and/or commissions earned if, after the initial 12-month period, Provider's tablet-related costs exceed the revenue generated.

Earbuds. Customer may purchase tablet earbuds at \$5.66 per set, which may be invoiced or deducted from compensation otherwise owed to Customer under the Agreement. Customer is responsible for any applicable taxes and third-party expenses associated with the earbud purchase. Each earbud order must be for at least 25 units and be made in 25 unit increments. Provider may, at its option, decline to fulfill any order that does not conform to these requirements. Alternatively, if requested by Customer, Provider will work with Customer's commissary provider to facilitate the sale of earbuds. Customer will not permit the resale of the earbuds for more than \$19.99 per set unless approved by Provider.

TABLETS TERMS AND CONDITIONS:

Customer Warranty. Customer represents and warrants that it will not provide tablets to incarcerated end users whom Customer knows pose a threat to other incarcerated end users or facility personnel, or who may use a tablet in a dangerous or unauthorized manner.

Tablet Warranty and Inventory Addendum. The Tablet Warranty and Inventory Addendum attached to this Seventh Amendment is incorporated into the terms and conditions of the Agreement by this reference.

Nature of Premium Content Service. Customer understands and acknowledges that premium content is rented and available only for the duration of an incarcerated end user's incarceration at the facility and will not be made available upon the incarcerated end user's release. Content is subject to availability and subject to change.

Use of Investigator Pro and Earbuds. Customer further understands and acknowledges that, in instances where incarcerated end user telephone calls originate from Tablets, Investigator Pro™ has only been tested with Provider's certified earbuds. If Customer elects to sell alternative earbuds, Customer may forgo the effectiveness of Investigator Pro's™ voice identification technology on Tablet calls. Moreover, Customer will refrain from the sale or distribution of earbuds with a microphone other than Provider's certified earbuds.

Disclaimer of Warranties. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TABLETS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TABLETS. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER OR END USER FROM RECEIPT OR USE OF THE TABLETS OR THE UNAVAILABILITY THEREOF.

Limitation of Liability. PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (OR TO ANY PERSON TO WHOM CUSTOMER MAY HAVE PROVIDED THE TABLETS) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH THE TABLETS OR CUSTOMER'S OR THE INCARCERATED END USER'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 TABLETS, 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.

OMITTED.

EMESSAGING

Securus' eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and an incarcerated end user. Users purchase eMessaging "stamps," which are used to fund the transmission of an electronic message according to the following chart:

<u>Type of Message (When Available)</u>	<u>Number of Stamps</u>	<u>Notes</u>
Text Message	1 stamp per message	
Photo Attachments	1 stamp per photo	Limit of 5 photos per eMessage; 3 MB / photo limit
eCard Attachments	1 stamp per eCard	Limit of 5 eCards per eMessage
Snap and Send	1 stamp per message	Single photo with no text
VideoGram	3 stamps per VideoGram	
Prepaid Reply	1 stamp per reply	Only 1 reply per message allowed

Different types of attachments can also be combined in a single transmission.

The facility can access a web-based portal that enables message review, and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at www.securustech.net and must have a free Securus Online account to access. Approved messages and attachments are accessible through certain of Provider's technologies as agreed by Customer and Provider.

With Customer's agreement, Provider may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein. Customer understands and acknowledges that eMessaging is a requirement for Tablet deployment.

Customer is solely responsible for reviewing and approving each message, including (if applicable and permitted by Customer) any attachments. Provider will use machine translation to translate eMessages written in Spanish into English for the sole purpose of Customer review. Customer acknowledges that machine translation is not 100% accurate and that such machine-translated messages may contain grammatical and other errors. Provider makes no representations or warranties regarding the accuracy or reliability of such machine translation.

Provider will provide eMessaging at no cost to Customer. Friends and family members can purchase a book of stamps specific to a facility in the following quantities:

<u>Number of Stamps in Book</u>	<u>Stamp Book Price (Plus transaction fees and all applicable taxes)</u>
5	\$2.50
10	\$5.00
20	\$10.00
50	\$25.00

Where available, using funds in a Securus Debit account, incarcerated end users can purchase a book of stamps in the following quantities:

<u>Number of Stamps in Book</u>	<u>Stamp Book Price (Plus transaction fees and all applicable taxes)</u>
1	\$0.50

2	\$1.00
5	\$2.50
10	\$5.00

Stamp Book Prices hereunder may be adjusted annually upon 30 days' prior written notice to Customer.

eMessaging Compensation. Provider will pay Customer a commission of 50% on each redeemed stamp based on the Stamp Book Price (excluding any applicable taxes, tariffs, fees, and surcharges), which may differ from facility to facility. A stamp is considered "redeemed" when it is used to send messages. Provider will remit the payment for a calendar month to Customer on the Payment Date. All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

10. Additional Applications. As of the Interim Order Implementation Effective Date, the following Applications are 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 end user, 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 end users 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 end user and their friends and family 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.

STC Cost and 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			
Connects 1 Text = 10 Connects 1 eCard = 20 Connects	Base Package Price	Agency % of Base	Agency Charge Paid To Customer	Trans- action Fee	Total Package Price (before tax)	Base Price Per Text	Total Price Per Text (before tax)	Base Price Per eCard	Total Price Per eCard (before tax)
500	\$5.00	50%	\$2.50	\$3.75	\$11.25	\$0.100	\$0.23	\$0.200	\$0.45
1000	\$9.50	50%	\$4.75	\$3.75	\$18.00	\$0.095	\$0.18	\$0.190	\$0.36
2000	\$18.00	50%	\$9.00	\$3.75	\$30.75	\$0.090	\$0.15	\$0.180	\$0.31
4000	\$32.00	50%	\$16.00	\$3.75	\$51.75	\$0.080	\$0.13	\$0.160	\$0.26

At Provider's sole option, the pricing described herein may also be adjusted upon 30 days' prior written notice to Customer. Provider will remit the payment for a calendar month to Customer on the Payment Date. All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

WORD ALERT

Securus Word Alert is a safety, security, and investigative feature of the NextGen Secure Communications Platform which uses speech-to-text technology to transcribe the audio in calls and, if applicable, Video calls to text and allows investigators to search text transcripts for specified words and phrases. Word Alert may also be used in association with Securus Text Connect if deployed. It also enables investigators to request English translations of transcripts that are in some other languages. Customer's use of Word Alert is governed by and conditioned upon the terms set forth herein.

This Application will be provided at no cost to the Customer.

11. 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 (VRS)*	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	X
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		

*Customer is solely responsible for (a) determining which end users are eligible to use VRS; (b) configuring SCP to allow access to the VRS; and (c) designating which VRS numbers for which calls are not to be recorded, by marking those numbers as "private" within SCP. Provider's third-party vendors shall have the right, in their discretion, to terminate VRS calls for policy violations or disruptive behavior, including, without limitation, verbal or other abuse of the VRS interpreter.

**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.

12. Compliance with FCC Regulations. The Agreement includes terms to comply with the current Interim 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, the parties agree to negotiate in good faith an amendment to allow Provider to charge such fees, up to the maximum amount allowed by the FCC.

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

EXECUTED as of the Seventh 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 & Interim CEO</u> Date: <u>7/10/2026</u>
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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 \$7.50 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.