

**SECOND AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by a party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Pottawattamie County Iowa Jail ("you" or "Customer") and Securus Technologies, Inc. ("Provider", "we", or "Securus") dated April 28, 2006, as subsequently amended by that certain First Amendment dated August 5, 2010 (the Master Services Agreement and the First Amendment are collectively referred to as 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 Second Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Agreement is hereby amended to reflect that the Term shall be extended by three (3) additional years with a modified end date of April 25, 2017. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.

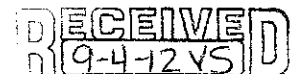
2. Video Visitation. In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to the Agreement, Company will deploy a Video Visitation System at the Facilities during the Term of the Agreement as more fully set forth in Exhibit B, attached hereto and incorporated herein by reference.

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

EXECUTED as of the Second Amendment Effective Date.

<p>CUSTOMER: Pottawattamie County Iowa Jail</p> <p>By: <u>[Signature]</u> Name: <u>Daffney D. Dautler</u> Title: <u>Sheliff</u> Date: <u>8-29-12</u></p>	<p>PROVIDER: Securus Technologies, Inc.</p> <p>By: <u>[Signature]</u> Name: Robert Pickens Title: Chief Operating Officer Date: <u>9-5-12</u></p>
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Please return signed contract to:
 14651 Dallas Parkway
 Sixth Floor
 Dallas, Texas 75254
 Attention: Contracts Administrator
 Phone: (972) 277-0300





**Exhibit B: SECURUS VIDEO VISITATION
Pottawattamie County Iowa Jail (IA)**

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

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

TERMS: (Paid Remote Video Visitation Only)

The parties acknowledge that a session fee of \$20.00, plus applicable taxes/surcharges will apply to each remote Video Visitation session; provided, however, a session fee of \$10.00 will apply to each Public Defender visitation session. As used herein, a "remote" Video Visitation session means any session where Video Visitation traffic is routed over the internet. Session duration shall not exceed thirty (30) minutes unless agreed to by both parties, and Video Visitation must be available for a minimum of fifty (50) hours per Video Visitation terminal per week. Provider agrees to provide a network that will be used to support the Video Visitation sessions. If applicable, all recorded Video Visitation sessions will have a standard retention of thirty (30) days from recording date.

COMPENSATION: (Paid Remote Video Visitation Only)

Provider shall pay Customer the commission percentage that Provider earns through the completion of paid remote Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Commission"). Provider shall remit the Video Visitation Commission for a calendar month to Customer on or before the 30th day after the end of the calendar month in which the video visitation sessions were held (the "Payment Date"). All Video Visitation Commission payments shall be final and binding upon Customer unless we receive written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Video Visitation	Video Visitation Commission Percentage (Paid Remote Video Visitation Only)	Payment Address (Paid Remote Video Visitation Only)
Pottawattamie County Iowa Jail 1400 Big Lake Road Council Bluffs, IA 51501	Remote Paid	10%	--SAME--

On or about two (2) years after the deployment of the Video Visitation System as set forth herein, Provider and Customer agree that they will revisit the financials for the Video Visitation sessions and the related commissions.

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

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

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

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

THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO

CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

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

SOFTWARE LICENSE: We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Video Visitation System (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software product we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Video Visitation system at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

OWNERSHIP AND USE: The Video Visitation System and Software shall at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's Applications, the Video Visitation System, and Provider's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

LEGALITY/LIMITED LICENSE AGREEMENT: For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, we makes no representation or warranty as to the legality of recording or monitoring such sessions. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

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

<u>CUSTOMER:</u> Pottawattamie County Iowa Jail By: <u>Jeffrey P Danke</u> Name: <u>Jeffrey P Danke</u> Title: <u>Sheriff</u> Date: <u>8-29-12</u>	<u>PROVIDER:</u> Securus Technologies, Inc. By: <u>Robert Pickens</u> Name: Robert Pickens Title: Chief Operating Officer Date: <u>9-5-12</u>
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14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

**Video Visitation Schedule
Pottawattamie County Iowa Jail (IA)**

**Attachment 1
Securus Video Visitation Pricing**

Type	Description	One Time/ Recurring	QTY	Total	Responsible Party
Installation and Implementation	Network Wiring Installation	One time	22	\$33,000.00	
	Electrical Wiring Installation	One time			Facility
	Software Application Setup, including JMS import mapping	One time	1	\$5,875.00	
	• Securus Video Visitation Application Setup	One time			
	• Inmate Information Application Setup	One time			
	• Commissary Ordering Application Setup	One time			
	• Sick Form Application Setup	One time			
Hardware	Video Visitation Terminals – single handset (inmate side)	One time	14	\$56,000.00	
	Video Visitation Terminals – single handset (visitor side)	One time	8	\$32,000.00	
	Video Visitation Terminals – dual handset (visitor side)	One time	0	\$0.00	
	Recording	30 Day Purge			
	Total Video Visitation Terminal Installation	One time	22	\$11,000.00	
	Annual Terminal Extended Hardware Maintenance (optional)	One time	22	\$4,378.00	
Software	Software Licensing Fee	Recurring	22	\$7,920.00	
	• Securus Video Visitation	Recurring			
	• Inmate Information	Recurring			
	• Commissary Ordering	Recurring			
	• Sick Form	Recurring			
	Software Maintenance Fee	Recurring			
Misc.	Miscellaneous				
	• Training	Per day	2	\$4,000.00	
	• Mobile Cart, including UPS Battery Back Up	One time			
	Term	Recurring	4	\$49,192.00	
	Total Value:			\$191,067.00	
	Securus Discount			\$191,067.00	
	Customer Pays:			\$0.00	

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