

## STATE OF OKLAHOMA – DEPARTMENT OF CORRECTIONS

### Third AMENDMENT TO CONTRACT

This **Third AMENDMENT** (“Third Amendment”) is effective as of the last date signed by either party (“Third Amendment Effective Date”) and amends and supplements that certain Contract by and between Securus Technologies, LLC (“Securus”) and the State of Oklahoma Department of Corrections (“ODOC”) effective as of February 24, 2020 (the “Contract”).

**WHEREAS**, ODOC and Securus are parties to the Contract and desire to amend the terms as stated herein;

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

1. **Term.** This Third Amendment shall commence on the last date signed by either party and shall remain in effect through the term of the Contract. The parties hereby agree to renew the Contract for an additional year, resulting in a new termination date of February 23, 2024. By mutual consent of the parties hereto, it is intended that there shall be seven remaining annual options to renew, subject to the terms and conditions set forth in the Contract and herein.
2. Securus agrees to install services at the Great Plains Correctional Center located in Hinton, Oklahoma.
3. Amend the Value-Added Plan identified in Attachment G, Page 78, Approved Services. ODOC agrees to exchange the remaining 6 Wireless Containment Systems (WCS) managed access solutions to be completed on the initial 8 years of the contract for Mobile Cellular Assessments to be supported by Securus. In the 23-24 renewal period, Securus agrees to provide the two Mobile Cellular Assessment Teams, to include mobile cellular assessment equipment, two vehicles and 5 full time staff to perform the mobile cellular assessments, interpret data and provide actionable intelligence to the ODOC to combat the cellphone activity within ODOC prisons. In the 24-25 renewal period, Securus agrees to add 3 additional Mobile Cellular Assessment Teams to include mobile cellular assessment equipment, 3 vehicles and 6 full time staff to perform mobile cellular assessments, interpret data and provide actionable intelligence to the ODOC to combat cellphone activity within ODOC prisons. The 5 mobile cellular assessment teams and 11 staff will remain in sequential renewal periods remaining on the contract.
4. Amend the Value-Added Plan identified in Attachment G, Page 79 #1, Approved Services: Securus agrees to continue to provide the 1 additional full-time on-site analysts/technician employee agreed to in the 22-23 amendment located at the ODOC Oklahoma City, STI Office for the purpose of listening to SCP Next Gen inmate system phone calls and providing investigative assistance in sequential renewal periods remaining on the contract.
5. Amend the Value-Added Plan identified in Attachment G Page 79 #4, Approved Services: Securus agrees to fund Cellebrite Premium Unlimited in the remaining years of the contract.
6. Securus agrees to add 1 additional full-time on-site analyst/technician employee to be located at the ODOC Oklahoma City STI Office for the purpose of combating Human Trafficking.
7. Securus agrees to continue Securus Word Alert agreed to in the Second contract amendment for sequential renewal periods remaining on the contract. 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 to text and allows investigators to search text transcripts for specified words and phrases. Securus Word Alert also enables investigators to request English translations of transcripts that are in other languages.
8. Securus agrees to fund debit deposit automation between the ODOC Inmate Banking Software provider (ATG) and the Securus communication platform for the 23-24 contract year and sequential renewal periods remaining on the contract years unless mutually agreed upon by both parties. This integration will be completed within 120 days of the Third Amendment Effective Date.

9. The ODOC agrees to implement Securus Text Connect. 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 on a near real-time and non-delayed basis, 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 60 months; Customer is solely responsible for preserving any messages beyond that storage period by downloading them to a separate storage medium. STC will be deployed in this Authorization with Word Alert functionality.

Pricing for Services:

Package / Texts	Securus Base Price	Agency Charge %	Agency Charge Paid to Customer	Transaction Fee	Total Price Per Text	Total Price <sup>1</sup>
50 Texts	\$5.50	0%	\$0.00	\$3.00	\$0.170	\$8.50
100 Texts	\$11.00	0%	\$0.00	\$3.00	\$0.140	\$14.00
250 Texts	\$27.50	0%	\$0.00	\$3.00	\$0.122	\$30.50
500 Texts	\$55.00	0%	\$0.00	\$3.00	\$0.116	\$58.00

The pricing described above may be changed by mutual agreement of the parties.

Upon mutually agreed to in writing by both parties with a minimum 60-day notice of implementation, the pricing described herein may also be increased once per annum by no more than 7/10 of 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.

<sup>1</sup> Plus applicable taxes and regulatory fees.

10. The ODOC agrees to amend the Service or Product Rates/Charges identified in Amendment #1 to reflect the following:

Media Item	Rate	Unit
Music	1.19-2.23	Per Song
Music Album	1.51-22.93	Per Album
Movies	2.99-9.99	Per Movie
Games	0.00-10.99	Per Game
Television	0.99-2.99	Per Episode

11. Except as expressly amended by this Third Amendment, all of the terms, conditions and provisions of the Contract and previous amendments shall remain in full force and effect.

<p><u>ODOC:</u>  State of Oklahoma Department of Corrections  By: _____  Name: _____  Title: _____  Date: _____  Approved as to form:  By: _____  Date: _____</p>	<p><u>SECURUS:</u>  Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)  By: _____  Name: _____  Title: _____  Date: _____</p>
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**Please return signed contract to:**  
**4000 International Parkway**  
**Carrollton, Texas 75007**  
**Attention: Contracts Administrator**  
**Phone: (972) 277-0300**