

STATE OF OKLAHOMA - DEPARTMENT OF CORRECTIONS
Second AMENDMENT
TO
CONTRACT

This Second AMENDMENT ("Second Amendment") is effective as of the last date signed by either party ("Second 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 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 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 24, 2023. By mutual consent of the parties hereto, it is intended that there shall be eight remaining annual options to renew, subject to the terms and conditions set forth in the Contract and herein.
2. Amend the pricing in attachment B2, Page 59 "Single pay connect fee" from \$1.50 to \$3.00 per connection. Per minute rate will be same as ODOC phone rates, domestic or international.
3. Amend the Value-Added Plan identified in Attachment G, Page 78, Approved Services. Securus agrees to install one Wireless Containment System-Lite which will be completed in 22-23 contract year. Securus agrees to install the remaining 5 Wireless Containment Systems (WCS) managed access solutions in the sequential years of the contract, as one WCS has been installed with the second WCS scheduled for completion in August of 2022 for a total of 8 WCS systems in the initial 8 years of the contract.
4. Amend the Value-Added Plan identified in Attachment G, Page 79 #1, Approved Services: Securus agrees to provide one (1) additional full-time on-site analysts/technician employee to be located at the ODOC Oklahoma City, STI Office for the purpose of listening to SCP Next Gen inmate system phone calls and providing assistance with forensic cellphone extractions for the 22-23 contract year.
5. Amend the Value-Added Plan identified in Attachment G Page 79 #2, Approved Services: Securus and the ODOC agree to amend the MSAB XRY software from 2 licenses to 1 license for the remainder of the contract or until mutually agreed upon by both parties.
6. Amend the Value-Added Plan identified in Attachment G Page 79 #4, Approved Services: Securus agrees to provide the ODOC with Cellebrite Premium Unlimited over the remaining years of the contract. Securus is expecting to pay approximately \$1,052,271 over the ten (10) year contract term. Securus agreed to allocate \$1,088,750 to be utilized for provisioning and maintenance of the UFED enterprise Analytic Software, and Cellebrite Premium Plan for Advanced Services over the 10-year contract term. Resulting from the change in service request, a remaining balance of \$36,479 will be available to the ODOC to fund other related technology products and services or the addition of incremental services.
7. Securus agrees to activate Securus 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 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 for the 22-23 contract year.

8. Securus, with the ODOC, will work towards a streamlined solution to alleviate challenges identified during the previous two years of the contract related to the movement of funds from the incarcerated' s trust funds to the Securus Debit account. Securus will evaluate the existing services on the incarcerated tablets for a resolution within the renewal period ending on the termination date of February 23, 2023, to ensure the efficient movement of funds is in compliance with the ODOC offender trust policies.

9. The ODOC agrees to implement international calling. International calling rates will be within Federal Communication Commission (FCC) regulations and the rates will be adjusted quarterly in accordance with the FCC third report and order. Prior to implementation of international calling within the ODOC, Securus will provide the international billing table which will outline rates based on the end point of the international call. Every quarter thereafter, Securus will provide the ODOC the adjusted international rates billing table.

10. Securus, through its subsidiary JPay LLC (f/k/a JPay Inc.) ("JPay") will provide release cards as described in the June 6, 2012 contract between ODOC and JPay, subject to any modifications contained in this Second Amendment and in compliance with the U.S. Consumer Financial Protection Bureau ("CFPB") Administrative Proceeding, File No. 2021-CFPB-0006, Consent Order ("Consent Order") dated October 19h 2021, mandates that JPay charge no "Covered Fee" to cardholders for the issuance or use of release cards. The CFPB defines Covered Fee as any fee charged by JPay, the card issuer, or the program manager to a cardholder, other than a reasonable inactivity fee charged no sooner than 90 days after the last consumer-initiated transaction on the release card. Cardholders from ODOC shall be charged release card-related fees as stated in Exhibit "A" to this Second Amendment during this Second Amendment's term (note that CFPB permits JPay to assess and automatically collect an inactivity fee of not more than \$3.00 from each cardholder's release card account). JPay shall implement such fees no later than the end of the third calendar quarter, 2022, including issuance of revised cardholder terms consistent with this amendment. JPay will provide at least 10 business days' advance notice to ODOC once the implementation date is finalized. Further:

- a. ODOC represents and warrants that to the extent ODOC provides, through the release cards, funds or other value beyond the amounts of property in the inmate's name before release, such additional funds or value are needs-tested within the meaning of the U.S. Electronic Fund Transfer Act, such as by being conditional upon the amount of funds held in an inmate's name before release. In the event ODOC becomes required by law or official policy to provide funds or value in a manner contrary to the foregoing representation, ODOC shall provide JPay with 90 days' advance written notice prior to initiating such distributions.
- b. JPay shall provide to ODOC all legal disclosures required to be provided to the cardholder under the Consent Order at card issuance. ODOC staff shall provide such disclosures to each cardholder in accordance with the JPay training program without alteration or removal. If ODOC procedures require additional disclosures involving use of the release cards, ODOC shall provide them to JPay for review against Consent Order requirements. ODOC and JPay shall work cooperatively to ensure consistency of message to the cardholders and compliance with laws and regulations applicable to use of the release cards.

- c. JPay's principal office is located at 3450 Lakeside Dr., Ste. 100, Miramar, FL 33027. ODOC shall direct all notices relating to release cards in the manner set forth in the Contract to:

Kayla Duncan
JPay LLC
3450 Lakeside Dr, Ste 100
Miramar, FL 33027
Telephone: (954)862-6900x3016
Email: Kayla.Duncan@securustechologies.com

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11. Except as expressly amended by this Second Amendment, all of the terms, conditions and provisions of the Contract and previous amendments shall remain in full force and effect. All signed fax or electronically imaged versions of this Second Amendment shall be deemed as valid as originals for all purposes.

EXECUTED as of the last date signed by either party.

Please return signed contract to:

4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300

Exhibit A: Release Card Fees for the Oklahoma DOC

All Fees	Amount	Details
Get Started		
Card purchase fee	\$0.00	
Card activation fee	\$0.00	
Account Registration Fee	\$0.00	
Monthly Usage		
Monthly Fee	\$0.00	
Add Money		
Institutional load	\$0.00	
Green Dot reload	\$0.00	Third party fees apply. For locations and details, go to: https://www.attheregister.com/cashreload
Direct Deposit	\$0.00	
Card-to-Card Transfer	\$0.00	
Bank-to-Card Transfer	\$0.00	Third Party fees may apply
Spend Money		
Institutional unload	\$0.00	
Green Dot unload	\$0.00	Third party fees apply. For locations and details, go to: https://www.attheregister.com/cashreload
POS PIN Debit Purchase	\$0.00	Third Party fees may apply
POS Signature Purchase	\$0.00	Third Party fees may apply
POS PIN Purchase (Declined)	\$0.00	Third Party fees may apply
POS SIG Purchase (Declined)	\$0.00	Third Party fees may apply
Get Cash		
ATM withdrawal in network (US)	\$0.00	At Allpoint ATMs.
ATM withdrawal out of network (US)	\$0.00	Third party fees may apply. To avoid a third party ATM fee, locate an Allpoint ATM: https://www.allpointnetwork.com/locator.aspx
ATM withdrawal (declined)	\$0.00	Third Party fees may apply

Bank teller withdrawal	\$0.00	Third Party fees may apply
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Information		
Customer service (automated system)	\$0.00	
Customer service (live agent)	\$0.00	Also no charge to file a dispute or to report a card lost or stolen.
ATM balance inquiry	\$0.00	Third party fees may apply.
Using card outside of the U.S.		
ATM balance inquiry (int'l)	\$0.00	Third party fees may apply.
ATM withdrawal (int'l)	\$0.00	Third party fees may apply.
ATM withdrawal (declined) (int'l)	\$0.00	Third party fees may apply.
POS PIN debit purchase (int'l)	\$0.00	Third party fees may apply.
POS signature purchase (int'l)	\$0.00	Third party fees may apply.
POS PIN purchase (declined) (int'l)	\$0.00	Third party fees may apply.
POS SIG purchase (declined) (int'l)	\$0.00	Third party fees may apply.
Other		
Inactivity	\$2.99	Applies 90 days after the last cardholder-initiated transaction and is assessed monthly after the first inactivity fee is billed. No monthly inactivity fee will be billed once subsequent cardholder-initiated transaction occurs.
Close Card	\$0.00	
Replace Card	\$0.00	