THIRD AMENDMENT

TO

PRICE CONTRACT #276-2011 FOR INMATE TELEPHONE SERVICES FOR COMMUNITY CORRECTIONS

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 Price Contract #276-2011, by and between Lexington-Fayette Urban County Government ("County") and Securus Technologies, Inc. ("Securus") for Inmate Telephone Services for Community Corrections, which was accepted by the Urban County Council on July 7, 2011, as subsequently amended by that certain First Amendment, which was accepted by the Urban County Council on December 4, 2014 and that certain Second Amendment, which was accepted by the Urban County Council on June 16, 2016 (collectively, the "Agreement").

WHEREAS, the parties desire and agree to amend the Agreement to extend address the SecureView Tablet solution provided by Securus and to make certain changes regarding the same, as more fully set forth herein;

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

- 1. <u>TERM</u>. This Third Amendment shall commence on the Third 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. <u>SECUREVIEW TABLET SOLUTION</u>. Securus began providing County with the SecureView Tablet solution on or about April of 2016 and will continue to provide the same in accordance with the following:

DESCRIPTION:

The SecureView Tablet solution allows an inmate's friends and family members to rent a tablet for an inmate incarcerated in the County's facility via a month-to-month service.

TERMS & CONDITIONS:

SECURUS DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECUREVIEW TABLET SOLUTION. SECURUS DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SECUREVIEW TABLET SOLUTION.

RENTAL FEES:

Securus will charge a monthly Tablet subscription fee of \$30.00 for Tablet rentals to friends and family of inmates in County's Facility(s).

COMPENSATION:

Within 30 days of the Third Amendment Effective Date, Securus will provide a Tablet true-up payment to County, which payment shall be based on Customer's entitlement to \$10.00 for each monthly Tablet subscription fee received by Securus from friends and family of inmates in County's facility(s) from the date of Tablet deployment through the date of payment. This Tablet true-up payment shall be final and binding upon County, unless Securus receives written objection within 60 days after payment.

Thereafter, County will continue to receive \$10.00 of each monthly Tablet subscription fee received by Securus from friends and family of inmates in County's Facility(s). All Tablet subscription rental payments shall be final and binding upon County, unless Securus receives written objection within 60 days after payment.

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

EXECUTED as of the Third Amendment Effective Date.

Lexington-Fayette Urban County Government	Securus Technologies, Inc.
Ву:	Ву:
Name:	Name: Robert Pickens
Title:	Title: President

Date:	Date:	
Please return signed contract to:		
4000 International Parkway Carrollton, Texas 75007 Attention: Contracts Administrator Phone: (972) 277-0300		