

**FIFTH AMENDMENT TO  
MASTER SERVICES AGREEMENT**

This **FIFTH AMENDMENT** ("Fifth Amendment") is effective as of the last date signed by a party ("Fifth Amendment Effective Date") and amends and supplements that certain Master Services Agreement with an Effective Date of \_\_\_\_\_ September 17, 2014 ("Agreement") by and between Comal County, Texas, a political subdivision of the State of Texas, on behalf of the Comal County Jail ("Customer") and Securus Technologies, Inc. ("Provider").

**WHEREAS**, Customer desires and Provider agrees to extend the Term of the Agreement pursuant to the terms and conditions outlined below;

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

1. **AMENDMENT EFFECTIVE DATE.** This Fifth Amendment shall commence on the Fifth Amendment Effective Date and shall remain in effect through the term of the Agreement.
2. **TERM.** Section 4 of the Agreement shall be deleted in its entirety and shall be replaced with the following:

**Term.** The Initial Term shall begin on September 17, 2014 and shall end on September 17, 2017. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.

3. **PREPAID CALLING CARDS.** We will provide you with inmate Prepaid Calling Cards for resale to inmates at the Facilities specified in the Agreement. Prepaid Calling Cards are not returnable or refundable; all sales are final. Each Prepaid Calling Cards will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If you authorize us, we will deal with your third-party commissary operator ("Commissary Operator") for the sole purpose of selling Prepaid Calling Cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for Prepaid Calling Cards sold to Commissary Operator on your behalf.

**TAXES:**

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Provider will invoice Customer for each order of Prepaid Calling Cards. Customer agrees to pay the invoice within thirty (30) days, including all applicable sales taxes and other regulatory charges. Customer may provide a Sales and Use Tax Resale Certificate to Provider stating that Customer will be responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will not charge applicable sales taxes on Customer invoices for Prepaid Calling Cards purchases.

**COMPENSATION:**

The face value of the Cards less 65% plus any applicable sales tax and shipping charges shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then we reserve the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice price of the Cards plus any accrued interest from any amounts we owe you until paid in full. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the amounts owed exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice. All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless Customer provides us a valid reseller's certificate before the time of sale.

***All terms and conditions of the Agreement not amended by this Fifth Amendment remain in full force and effect.***

*All capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.*

**IN WITNESS WHEREOF**, the parties have executed this Fifth Amendment as of the Fifth Amendment Effective Date by their duly authorized representatives.

**COMAL COUNTY, TEXAS**

**SECURUS TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Robert Pickens  
Title: President  
Date: \_\_\_\_\_

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