

**2024 FCC Order Compliance
9th Amendment
ODOC of Oklahoma – Department of Corrections**

This 2024 FCC Order Compliance Amendment (hereinafter “Amendment”) is entered into between the party identified below as Customer (“Customer”) and Securus Technologies, LLC and its affiliates, as applicable (“Provider”) and hereby amends the current Master Services Agreement or other contract(s) pertaining to the subject matter herein between Customer and Provider (“Master Agreement”).

This Amendment is effective as of the date last signed by the parties (the “Effective Date”) and this Amendment is coterminous with the relevant Master Agreement. Further, the Term of the Master Agreement shall be extended by an additional 12 months, with a modified end date of February 24, 2026.

As of the Effective Date, the Tablet Addendum attached to this Amendment is hereby incorporated to the Master Agreement by this reference.

The Provider will implement the modifications as described herein on the dates indicated below:

PRODUCT RATES & FEES

	<u>Current Contract</u>	<u>FCC Compliant Agreement</u>	<u>Agreed Date</u>
Voice Calling	\$0.14 per minute	\$0.06 per minute	02/25/2025
Video Calling	\$5.95 per 20-minute session	\$0.16 per minute once available	By 09/01/2025
ACSC	Enabled	Disabled	11/19/2024

Rates will be adjusted based on the annual ADP as provided in the FCC Order. International calling rates may be adjusted quarterly based on the average termination cost per destination.

SITE COMMISSIONS & COMMISSIONS IN KIND

	<u>Current Contract</u>	<u>FCC Compliant Agreement</u>	<u>Agreed Date</u>
Voice Calling	\$3,500,000.00 annually	\$0.00	02/25/2025
Video Calling	\$0.00	No change	Not applicable
Tablet eMessaging and Media	\$0.00	\$580,000.00*	02/25/2025
Platinum Game Pass	Not available	Included in Tablet Media (above)	02/25/2025
Available Credit Balance	\$526,605.00*	No change	Not applicable

*To be paid monthly over a 12-month period from the Effective Date.

INVESTIGATIVE PRODUCTS & OTHER SECURITY FEATURES

	<u>Current Contract</u>	<u>FCC Compliant Agreement</u>	<u>Agreed Date</u>
4 onsite investigative staff	Enabled	Disabled	02/25/2025
IPRO	Enabled	Disabled	02/25/2025
Word Alert	Enabled	Disabled	02/25/2025
THREADS	Enabled	Disabled	02/25/2025
SCAN	2 trucks and 5-person crew	Disabled	02/25/2025
WCS at 2 sites	Enabled	Disabled	02/25/2025
Recording and storage	Enabled	\$16,224.30 monthly	02/25/2025
DMC	\$650,000.00 annually	No change	Not applicable

PRODUCT CHANGE	Agreed Date
Advanced Connect Single Call will be converted to Account Activator	11/19/2024
Platinum Game Pass is added to the Master Agreement	02/25/2025
SCP Debit II will remain and Customer will provide support for compliance.*	02/25/2025

**This may include distributing monthly printed statements where incarcerated individuals do not have tablets; providing periodic inactivity notifications; providing notifications that accounts have been closed and that refunds have been issued; and accepting debit account refunds as checks are sent to the agency to be deposited back into trust accounts. Other support as reasonably requested may also be required.*

The parties acknowledge that this Amendment has been entered into as a necessity to meet the requirements of *Incarcerated People's Communication Services; Implementation of the Martha Wright-Reed Act: Rates for Interstate Inmate Calling Services*, WC Docket Nos. 23-62 & 12-375, FCC 24-75 (rel. July 22, 2024) (the "FCC Order"). In the event there are any errors or omissions in this Amendment, or in any of the assumptions contemplated hereby, the parties agree to correct such errors and omissions, and make corrections based on incorrect assumptions, it being understood that all adjustments will be made consistent with the requirements of the FCC Order, and as far as practicable, the intent of the parties in entering into this Amendment.

Except as provided herein, the terms of the Master Agreement(s) shall continue in full force and effect. In the event of conflict between this Amendment and the Master Agreement(s), this Amendment shall control to the extent required to comply with the FCC Order. In the event the implementation of the changes agreed to in the Amendment implicate further changes under the relevant Master Agreement(s), the parties agree to work together in good faith to agree to those changes that may be reasonably required to comply with the FCC Order.

The person signing this Amendment represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind Customer named below, and to authorize the contract modifications contained herein.

ACKNOWLEDGED AND AGREED:

CUSTOMER: Oklahoma Department of Corrections

By: Signature on File

Name: Ashlee Clemmons

Title: Chief Financial Officer

Date: 02/24/2025

Approved as to form:

Signature on File 02/21/2025

Kari Hawkins, General Counsel Date

TABLET INVENTORY ADDENDUM

1. Breakage. Provider is not responsible for the cost of any repair, maintenance, replacement or other costs incurred by Provider in performing any repair, maintenance, replacement or other costs associated with damage to tablets due to modification or attempted modification (of hardware or software), destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar breakage, or for the cost of lost tablets (collectively, "Breakage"). Customer agrees that End Users (defined as the person the tablet has been assigned to) shall be responsible for the cost of such Breakage; including, but not limited to replacement cost which is currently up to \$300.00, plus any applicable handling and restocking fees. Such charges will be billed to the End User, and the Customer will deduct such amounts from the applicable End User's trust account and remit to Provider, or Provider may, as allowed by applicable law or regulation, deduct such amounts from the applicable End User's Securus Debit account. Should an End User not have sufficient funds to pay for Breakage, the End User will not be issued a new or replacement tablet until the amount that has been billed to the End User has been paid to Provider, and, as allowed by applicable law or regulation, a lien will be placed on the applicable End User trust account by Customer and/or Securus, as allowed by applicable law or regulation, may deduct funds from the End User's Securus account until Provider has been fully paid. Any exceptions to this must be documented (including the reason) and will apply toward Customer's replenishment allowance provided below in Section 5. Customer agrees to promptly notify Provider in writing after discovering any damage or loss due to Breakage, including which End User account such Breakage applies to and will turn in such tablets to Provider's on-site staff, or pursuant to a mutually agreed return procedure, as appropriate.
2. Return of Tablets Upon Contract Termination/Expiration. Upon the termination or expiration of the contract between Customer and Provider, Customer will ensure that all Provider tablets at Customer's facility(ies) are returned to Provider. Provider will give Customer instructions for the return of tablets. Customer may be billed for the replacement cost of unreturned tablets.
3. Return of Tablet Upon Release. Customer is responsible for the collection and return of the End User's tablet to Provider's on-site staff, or other mutually agreed return procedure, up to 7 days prior to the release of an End User or such End User's transfer to a different facility. Tablets may be returned to Provider's on-site staff at the designated location. If a tablet is not returned prior to release, Customer will place a lien on the End User's trust account or Provider may, as allowed by applicable law or regulation, deduct funds for the replacement cost from the End User's Securus account. Any tablets that are not returned or paid for by the End User within 7 days after the release of an End User or their transfer to a different facility will count toward Customer's replenishment allowance provided below in Section 5. If such replenishment allowance has been exhausted, then Customer may be billed for the replacement cost for such tablet. Customer is responsible for updating its data integration files and data feeds to provide Provider with accurate information regarding the current population for provisioning. Provider may request reports from Customer regarding the release and transfer status of its population for reconciliation at any time.
4. Return of Unused Tablets. Customer is responsible for the collection and return of any tablets that are not actively used. Such non-utilization will be determined by Provider monthly (or more frequently as outlined in the site-specific procedures) based on usage reports ran by Provider. Provider will provide a list to Customer of any tablets not actively used. Customer will either ensure any such device that is not actively used is made active (synced or put into use on Provider's network) or collect such device and return it to Provider's on-site staff at the designated location. If any unutilized tablets are not made active or returned to Provider, such tablet(s) will count toward Customer's replenishment allowance provided in Section 5 below.
5. Replenishment Allowance: Customer will be provided with a 10% tablet replenishment allowance based on ADP reported as required under the 2024 FCC Order. This means Customer may receive free of charge annually up to 10% of: tablets issued less the number of tablets that have been returned or paid for. This allowance can be used toward tablets that are replaced due to Breakage or any other reason. Once the 10% allowance has been used for any applicable year, Customer must pay for any additional tablets that are issued at replacement cost. This replenishment allowance is applied by Customer. The replenishment rate will be adjusted annually on June 1 based on ADP reported by Customer. Customer may request an adjustment to its replenishment allowance based on unexpected ADP changes. Customer may be required to provide supporting information regarding such request.
6. Tablet User Fee. OMITTED.