

2024 FCC ORDER – FCC WAIVER ORDER AMENDMENT

This **FCC Waiver Order Amendment** ("Amendment") is effective as of September 1, 2025 ("Amendment Effective Date") and amends and supplements the current Master Services Agreement or other contract(s) by and between Securus Technologies, LLC ("Provider") and the party identified below as Customer ("Customer") (collectively, the "Agreement"). Capitalized words contained but not defined in this Amendment are defined in the Agreement.

WHEREAS In 2024, the Federal Communications Commission published the *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 "2024 FCC Order") which, among other things, lowered the rates for voice and video calls and prevented providers from paying cash or in-kind commissions out of revenue regulated by the FCC.

WHEREAS Customer and Provider executed a contract, amendment, or other agreement to comply with the 2024 Order.

WHEREAS On June 30, 2025, the FCC published an order (the "Waiver Order") extending the compliance dates of the following requirements of the 2024 FCC Order to April 1, 2027: new caps on voice and video calls, the prohibition against cash or in-kind commissions, and the requirement that providers offer video calls on a per-minute basis.

WHEREAS The parties now agree to further amend the Agreement in light of the Waiver Order.

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

1. Term. This Amendment shall commence on the Amendment Effective Date and shall remain in effect through the term of the Agreement. Notwithstanding the foregoing and except as may otherwise be indicated herein, the changes in this Amendment shall take effect on the first of the month following the Amendment Effective Date, if executed at least 7 days prior to the last day of the current month, and except that any new products or services will be subject to normal installation lead times.
2. Voice Calls. Provider will charge \$0.14 per minute voice call rate to the incarcerated end user, plus applicable taxes, tariffs, and fees, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.
3. Video Calls. Provider will charge a video call rate of \$5.95 per each 20-minute session to the incarcerated end user, plus applicable taxes, tariffs, and fees, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country. On or about August, 2025, Provider will convert Securus Video Connect customers to Video Connect, Provider's new video call application that allows for pay per minute video calls. By executing this Amendment, Customer acknowledges and agrees to this application conversion. Upon conversion to Video Connect, Provider will charge a video call rate of \$0.30 per minute to the incarcerated end user, plus applicable taxes, tariffs, and fees, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country. Video call rates may be adjusted by Provider based on ADP.
4. Commissions. Provider will pay Customer the following commissions:
 - a. Fixed Site Access Fee of \$312,500.00 monthly, to be paid on the first of every month. The Tablets, e-Messaging, and Media \$580,000.00 annual fee will no longer be paid to the Customer.
 - b. Technology Grant. Provider will provide Customer with a \$57,500.00 fund to purchase technology services or equipment from third-party vendors. Any amount remaining in the fund at the expiration of the Initial Term or earlier termination of this Agreement are forfeited and will no longer be available. Customer acknowledges that the technology grant is a one-time fund, not a recurring or annual payment.
5. Other Applications. Provider will provide the following Applications to Customer:

- a. Word Alert will be provided at no cost to the Customer, in the approximate amount of \$486,320.88 annually.
 - b. Cellebrite UFED will be provided at no cost to the Customer, in the approximate amount of \$129,750.00 annually.
 - c. 1 Onsite Investigator will be provided at no cost to the Customer, in the approximate amount of \$60,000.00 annually.
 - d. 5 Clear Pass Digital Body Scanners in the approximate amount of \$880,000.00, plus applicable taxes and fees.
 - e. Digital Mail Center will be provided at no cost to the Customer, in the approximate amount of \$650,000.00 annually.
6. Ancillary Service Charges. Current FCC regulations do not allow Provider to charge ancillary service charges on transactions involving voice and video calls. If the FCC allows Provider to charge ancillary service charges on transactions involving voice and video calls in the future, Customer agrees that Provider may charge such fees, up to the maximum amount allowed by the FCC, without the need for further contract amendment or customer approval.
7. Recording Storage Period. Notwithstanding any previous terms in the Agreement, Provider will provide storage for voice and video recordings as follows:
- a. Voice Recordings. Provider will store voice recordings for the term of the Agreement (the "Voice Storage Period"). After the Voice Storage Period has passed for a particular call, that call will no longer be available to Customer.
 - b. Video Recordings. Provider will store video recordings for a period of 30 days from the date the video takes place (the "Video Storage Period"). After the Video Storage Period has passed for a particular video, that video will no longer be available to Customer.
 - c. Customer Responsibility to Preserve Recordings. Customer is solely responsible for preserving any voice or video recordings beyond the applicable Storage Period by downloading them to a separate storage medium, and Provider shall not have any responsibility or have any liability whatsoever for Customer's failure to download and store the voice or video recordings so that they are available beyond the applicable Storage Period.
8. Tablet Warranty and Inventory Addendum. As of the Amendment Effective Date, the Tablet Warranty Addendum, attached to the FCC Amendment, is replaced with the Tablet Warranty and Inventory Addendum attached to this Amendment, which is incorporated into the Agreement by this reference.
9. Change in FCC Regulation. The parties acknowledge that the 2024 FCC Order and the Waiver Order requirements impact, among other things, maximum calling rates, the charging of ancillary and other fees, commissions that can be paid to agencies, the types of allowable reimbursement payments that can be made to agencies, and the types of in-kind services providers may not offer to agencies. This Agreement includes terms to comply with the current Waiver Order. There is the potential for its requirements to change during the Term of this Agreement. If any such changes occur during the Term of Agreement, the parties agree to work together in good faith to agree to appropriate changes to address such changes.
10. Other Provisions.
- a. This Amendment shall govern over the terms and conditions of the Agreement, or any other binding document pertaining to or in connection with the subject matter of this Amendment.
 - b. Except as expressly amended by this Amendment, all the terms, conditions and provisions of the Agreement shall remain in full force and effect.
 - c. The persons signing this Amendment represent that they have the unrestricted right and requisite authority to enter into and execute this Amendment, to bind Customer named below and Provider, and to authorize the contract modifications contained herein.

EXECUTED as of the Amendment Effective Date.

<p><u>CUSTOMER:</u></p> <p>Oklahoma Department of Corrections</p> <p>By: _____</p> <p>Name: Jason Sparks</p> <p>Title: Chief of Operations</p> <p>Date: _____</p> <p>By: _____</p> <p>Name: Ashlee Clemmons</p> <p>Title: Chief Financial Officer</p> <p>Date: _____</p> <p>Approved as to form:</p> <p>By: _____</p> <p>Kari Hawkins, General Counsel Date</p>	<p><u>PROVIDER:</u></p> <p>Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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TABLET WARRANTY AND INVENTORY ADDENDUM

1. Warranty and Disclaimer. Provider agrees to repair and maintain the tablets in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. EXCEPT AS SPECIFICALLY SET FORTH IN THIS ADDENDUM, THE TABLETS ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.
2. 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 Debit 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 6. 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.
3. 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.
4. 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 Debit 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 6. If such Replenishment Allowance has been exhausted, then Provider must be compensated for the cost of such tablet(s) before supplying additional tablets. 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.
5. 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 6 below.
6. Replenishment Allowance: Customer will be provided with a 10% tablet replenishment allowance based on ADP reported as required under the 2024 FCC Order (the "Replenishment Allowance"). Customer may receive free of charge tablets issued less a.) the number of tablets in active use; and b.) the number of tablets that have been returned in Working Order (as determined by Provider) or paid for up to the Replenishment Allowance. For purposes of this clause, Working Order means a tablet that has not suffered damage due to modification or attempted modification (of hardware or software), destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar behavior. This Replenishment Allowance can be used toward tablets that are replaced due to Breakage or any other reason. Once the Replenishment Allowance has been used for any applicable year, Provider must be paid for any additional tablets that

are issued at replacement cost. This Replenishment Allowance is applied by Customer. The Replenishment Allowance 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.

7. Tablet User Fee. OMITTED.